COTTAM & Co.,
General Outfitters.
FOR CYCLISTS,
CYCLE CAPES,
CYCLE SHOES,
&c., &c., &c.
Hongkong Hotel Buildings.

The Hongkong Telegraph.

ESTABLISHED 1881.

THE UNITED ASBESTOS ORIENTAL AGENCY.
Sole Agents for the UNITED ASBESTOS COMPANY, LT'D. LONDON.
DODWELL, CARLILL & Co., *General Agents.*

NEW SERIES No. 807. 日九廿月二十年三十二緒光 FRIDAY, JANUARY 21, 1898. 五拜禮 號一廿月正英港香 THIRTY DOLLARS PER ANNUM.

Banks.

HONGKONG AND SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL$10,000,000
RESERVE FUND$ 7,000,000
RESERVE LIABILITY OF PROPRIETORS...$10,000,000

COURT OF DIRECTORS:
ST. C. MICHAELSEN, Esq.—Chairman.
Hon. J. J. BELL-IRVING.—Deputy Chairman.
C. Beermann, Esq.
G. D. Böning, Esq. | A. I. Raymond, Esq.
G. B. Dodwell, Esq. | R. L. Richardson, Esq.
R. M. Gray, Esq. | R. Shewan, Esq.
David Gubbay, Esq. | N. A. Siebs, Esq.
CHIEF MANAGER:
Hongkong—T. JACKSON, Esq.
MANAGER:
Shanghai—J. P. WADE GARDNER, Esq.
LONDON BANKERS—LONDON AND COUNTY BANKING COMPANY, LIMITED.
HONGKONG—INTEREST ALLOWED:
On Current Account at the rate of 2 per Cent. per Annum on the daily balance.

INTEREST ON FIXED DEPOSITS:
For 3 months, 2½ per Cent. per Annum.
For 6 months, 3½ per Cent. per Annum.
For 12 months, 4 per Cent. per Annum.
T. JACKSON,
Chief Manager.
Hongkong, 8th November, 1897. [9

HONGKONG SAVINGS BANK.

THE Business of the above Bank is conducted by the HONGKONG AND SHANGHAI BANKING CORPORATION. Rules may be obtained on application.

INTEREST on deposits is allowed at 3½ PER CENT. per annum.

Depositors may transfer at their option balances of $100 or more to the HONGKONG AND SHANGHAI BANK to be placed on FIXED DEPOSIT at 4 PER CENT. per annum.

For the HONGKONG AND SHANGHAI BANKING CORPORATION,
T. JACKSON,
Chief Manager.
Hongkong, 1st August, 1895. [10

THE NATIONAL BANK OF CHINA, LIMITED.

Authorised Capital.....£1,000,000
Paid up Capital£ 324,374

HEAD OFFICE:—HONGKONG.

Court of Directors:—
D. Gillies, Esq.
J. T. Lauts, Esq. | ChowTung Shang, Esq.
Chan Kit Shan, Esq. | Kwan Hoi Chuen, Esq.
Chief Manager,
G. W. F. PLAYFAIR.

Interest for 12 months Fixed. 5 per Cent.
On Current Account, Daily Balances 2 per Cent. per Annum.
Hongkong, 30th November, 1897. [8

THE CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA.

INCORPORATED BY ROYAL CHARTER, 1853.
HEAD OFFICE:—LONDON.

CAPITAL PAID-UP£800,000
RESERVE LIABILITY OF SHAREHOLDERS£800,000
RESERVE FUND£375,000

INTEREST ALLOWED on CURRENT ACCOUNT at the Rate of 2 per cent. per annum on the Daily Balances.
On Fixed Deposits for 12 months... 4 per cent.
" " " 6 " ... 3½ "
" " " 3 " ... 2½ "
T. H. WHITEHEAD,
Manager, Hongkong.
Hongkong, 2nd June, 1897. [31

Insurances.

THE STANDARD LIFE ASSURANCE COMPANY

has long taken the lead in SIMPLIFYING the CONDITIONS and LIBERALISING the CONTRACT of LIFE ASSURANCE, thereby giving greatly increased Security to the Holders of the Company's Policies.

For full Particulars and Rates,
Apply to
DODWELL, CARLILL & Co.,
Agents.
Hongkong, 2nd March, 1896. [27

NORTH GERMAN FIRE INSURANCE COMPANY OF HAMBURG.

THE Undersigned AGENTS of the above Company are prepared to accept First Class FOREIGN and CHINESE RISKS at CURRENT RATES.

SIEMSSEN & Co.
Hongkong, 28th May, 1895. [18

GENERAL NOTICE.

THE ON TAI INSURANCE COMPANY, (LIMITED.)

CAPITAL, TAELS 600,000 } $833,333.33.
EQUAL TO
RESERVE FUND $318,000.00.

BOARD OF DIRECTORS.
LEE SING, Esq. | LO YEUK MOON, Esq.
LOU TSO SHUN, Esq.

MANAGER.—HO AMEI.

MARINE RISKS on GOODS, &c., taken at CURRENT RATES to all parts of the World.

HEAD OFFICE, 8 & 9, PRAYA WEST.
Hongkong, 17th December, 1885. [29

NOTICE.

THE MAN ON INSURANCE COMPANY, LIMITED.

CAPITAL SUBSCRIBED$1,000,000

The above Company is prepared to accept MARINE RISKS at CURRENT RATES on GOODS, &c. Policies granted to all Parts of the world payable at any of its Agencies.

CHAU TSEUNG FAT,
Secretary.
HEAD OFFICE,
No. 2, QUEEN'S ROAD WEST.
Hongkong, 26th May, 1894. [30

Intimations.

PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

FOR	STEAMERS	CAPTAINS	TO SAIL	REMARKS
SHANGHAI	*Ganges*	T. F. Creery	About 23rd Jan.	Freight or Passage.
LONDON &c.	*Verona*	C. H. S. Torque, R.N.R.	Noon, 27th Jan.	See Special Advertisement. Freight or Passage. *via* SHANGHAI.
JAPAN, &c.	*Borneo*	F. C. A. Lyon, R.N.R.	About 27th Jan.	
LONDON	*Ceylon*	R. R. Pearce	About 5th Feb.	Freight or Passage.

For Further Particulars apply to
H. A. RITCHIE, Superintendent.
Hongkong, 20th January, 1898. [5

CURRY
AT THE HONGKONG HOTEL.
TRY THE

THE CLUB HOTEL, LIMITED.

No. 5-B, BUND, YOKOHAMA.

A FIRST-CLASS HOTEL Centrally situated, well furnished and supplied with excellent Cuisine and Good Wines.

The Company's Steam-launch attends the arrival and departure of all Mail Steamers.

Special attention paid to the Comfort of Visitors.

E. V. SIOEN, Manager,
Yokohama, 1st October, 1897. [36

XERES VERMOUTH

Made from PURE XERES SHERRY.

THE TRUE COMBINATION OF A *BAMBOO.*
SAMPLES FREE.
$11 per doz. litre Bottles.

TRADE MARK.
Hong Name:—
YUEN WO.

TELEPHONE, No. 135. *SOLE AGENTS:*
H. PRICE & CO.,
No. 12, QUEEN'S ROAD CENTRAL.
Hongkong, 6th January, 1898. [20

HAVE YOU TRIED IT?
WHAT? WHY, THAT BEAUTIFUL
AMERICAN BUTTER
AT
THE HONGKONG BUTCHERY.
$1.60 PER ROLL,
OR IN PATS AT 20 CENTS AND 40 CENTS PER PAT.
Hongkong, 2nd December, 1897. [23

W. POWELL & CO.
HIGH CLASS
EUROPEAN SPECIALITIES
FOR
CHINESE LADIES AND GENTLEMEN.
Hongkong, 15th January, 1898. [17

Intimations.

UNITED ASBESTOS ORIENTAL AGENCY. LIMITED.

SOLE AGENTS IN
HONGKONG, CHINA, JAPAN AND THE STRAITS SETTLEMENTS,
FOR THE
UNITED ASBESTOS COMPANY, LIMITED, LONDON,
CONTRACTORS TO H.M. GOVERNMENT.
MANUFACTURERS OF THE
Best Qualities of ASBESTOS GOODS and PACKINGS.
HYDRAULIC and SELF LUBRICATING PUMP PACKINGS of all kinds.
"VICTOR" METALLIC BOILER JOINTS.
ASBESTOS SALAMANDER BOILER COVERING COMPOSITION of the best quantities.
ESTIMATES given for every DESCRIPTION of WORK.
SUPERINTENDENT.....THOS. SKINNER.
27] DODWELL CARLILL & Co., General Agents.

PEAK HOTEL.

1350 FEET ABOVE SEA LEVEL.

A FIRST-CLASS HOTEL adjoining the Tramway Terminus. FINE HEALTHY LOCATION Commanding Magnificent View of the City and Harbour, the Mainland of China, and numerous Islands. Cool southerly breezes in Summer, with perfect protection against the North-East winds in winter.

A Covered Way has been constructed from the Station to the Hotel.

THE HOTEL IS NOW UNDER EUROPEAN MANAGEMENT.

GEO. J. CASANOVA, *Manager.*
CITY OFFICE, No. 7, Duddell Street. [28

DON'T MISS

THE OPPORTUNITY OF SEEING SPECIMENS OF THE LATEST

PARISIAN BONBONNIERES

FILLED WITH THE CHOICEST

PARISIAN FONDANTS & CHOCOLATES.

Large and Varied Collection of the Latest and Most Beautiful Novelties. Specialities in Round and Square Boxes, where the Contents is the chief object.

WE INVITE YOU TO CALL AT
The Apothecaries Hall. WATKINS & CO. [14

CHAMPAGNE.	1 doz. quarts.	1 doz. pints.
G. H. MUMN & Co.	$35.50	$37.50
WHISKY.	**1 doz. bottle.**	
D. WAR'S "IMPERIAL INSTITUTE"	$10.50	
McCREADIE'S "SPECIALLY SELECTED"	10.50	
PORT WINE.	**1 doz. bottle.**	
GUEDES "3 GRAPE" BRAND	$24.00	

SHEWAN, TOMES & Co.,
Agents.
32] *Praya Central.*

THE PHARMACY.

HAVE NOW A LARGE ASSORTMENT OF ATKINSON'S PERFUMES AND ARE SOLE MANUFACTURERS OF
WHITE HEATHER BOUQUET.
Sole Agents for VIN PASTEUR the great French Nerve Tonic.
Also Sole Agents for the now well-known JAPANESE TABLE WATER
TANSAN.
FLETCHER & CO.
and
CARMICHAEL & CO.
23]

W. BREWER & CO.

HAVE RECEIVED A LARGE AND NEW STOCK OF
CHRISTMAS & NEW YEAR CARDS
ALSO
A SPLENDID SELECTION OF *JUVENILE* AND OTHER BOOKS FOR CHRISTMAS PRESENTS—BOUND EDITIONS OF THE POETS—OIL COLOUR BOXES —WATER COLOR BOXES—ALBUMS AND LEATHER GOODS IN GREAT VARIETY—PRICES TO SUIT ALL BUYERS.
Hongkong, 16th December, 1897. [16

SCOTCH WHISKIES.

GLENLIVAT
"OLD BRIGADE"
VERY OLD HIGHLAND BLEND
"MONARCH OF THE GLEN"
SCOTTISH "YE KEN"
RARE OLD BLEND
"WAYFOONG" BLEND
EXTRA SPECIAL FINEST LIQUEUR
V.O.S. VERY CHOICE, OLD MATURED

TELEPHONE— 75.
CALDBECK, MACGREGOR & Co.,
Sole Agents.
15, *Queen's Road,*
Hongkong, 10th January, 1898. [15

NOTICE.

THE BEST PREVENTIVE OF ALL INFECTIOUS DISEASES.

SANITARY SOFT SOAP. "JEYES' FLUID" THE BEST DISINFECTANT DISINFECTANT SOAP.

AVOID ALL RISK OF OUTBREAK BY ITS USE.
W. G. HUMPHREYS & Co.,
Bank Buildings.
Hongkong, 9th March, 1897. [11

SERRAVALLO'S

FERRUGINOUS QUININE.

THE GREAT AUSTRIAN TONIC
OF
PERUVIAN BARK AND IRON.

Over 300 Medical Certificates notifying its great STRENGTH-GIVING PROPERTIES and at the same time being of an
EXQUISITE TASTE.
Sole Agents for Hongkong:—
A. S. WATSON & Co.
Hongkong, 1st September, 1896. [37

Intimations.

S. G. HILL, D.D.S.,
AMERICAN DENTIST.
WINDSOR HOTEL, No. 16, *Queen's Road.*
OFFICE HOURS:—
10 to 12 A.M. 2 to 3 P.M.
Hongkong, 3rd January, 1897. [1-m 50

NOTICE.

DURING the Temporary Absence of Dr. NOBLE,
F. H. BOWERS, D.D.S.,
will carry on the BUSINESS of Doctor NOBLE & Co., DENTAL SURGEONS.
Hongkong, 8th January, 1898. 84

THE WEST POINT BUILDING COMPANY, LIMITED.

NOTICE is hereby given that the NINTH ORDINARY MEETING of Shareholders in this Company will be held at the COMPANY'S OFFICES, Victoria Buildings, on FRIDAY, the 28th January, 1898, at 11.30 o'clock A.M. for the purpose of receiving the Report of the Directors together with Statement of Accounts for the year ending 31st December, 1897.

The Register of Shares of the Company will be CLOSED from WEDNESDAY, the 19th to FRIDAY, the 28th January, 1898, (both days inclusive), during which period no Transfer of Shares can be registered.

By Order of the Board of Directors.
A. SHELTON HOOPER,
Secretary to the HONGKONG LAND INVESTMENT AND AGENCY Co., Ld.
General Agents, for the WEST POINT BUILDING COMPANY, LIMITED.
Hongkong, 11th January, 1898. [97

THE HONGKONG LAND INVESTMENT AND AGENCY COMPANY, LIMITED.

NOTICE is hereby given that the TENTH ORDINARY MEETING of Shareholders in this Company will be held at the COMPANY'S OFFICES, Victoria Buildings, on FRIDAY, the 28th January, 1898, at 12 o'clock (Noon), for the purpose of receiving the Report of the Directors together with Statement of Accounts for the year ending 31st December, 1897.

The Register of Shares of the Company will be CLOSED from WEDNESDAY the 19th to FRIDAY, the 28th January, 1898, (both days inclusive), during which period no Transfer of Shares can be registered.

By Order of the Board of Directors.
A. SHELTON HOOPER,
Secretary.
Hongkong, 11th January, 1898. [98

THE KOWLOON LAND AND BUILDING COMPANY, LIMITED.

NOTICE is hereby given that the NINTH ORDINARY MEETING of SHAREHOLDERS in this Company will be held at the COMPANY'S OFFICES, Victoria Buildings, on FRIDAY, the 28th January, 1898, at 3 o'clock in the afternoon for the purpose of receiving the Report of the Directors together with Statement of Accounts for the year ending 31st December, 1897.

The Register of the Shares of the Company will be CLOSED from SATURDAY, the 22nd January, to FRIDAY, the 28th January, (both days inclusive), during which period no Transfer of Shares can be registered.

By Order of the Board of Directors.
A. SHELTON HOOPER,
Secretary to the HONGKONG LAND INVESTMENT AND AGENCY Co., Ld.
General Agents for the KOWLOON LAND AND BUILDING Co., Ld.
Hongkong, 14th January, 1898. [116

HONGKONG, CANTON, AND MACAO STEAMBOAT CO., LIMITED.

NOTICE TO SHAREHOLDERS.

THE SIXTY-THIRD ORDINARY HALF-YEARLY MEETING of SHAREHOLDERS in the COMPANY will be held at the OFFICE of the Company, No. 18, Bank Buildings, Queen's Road Central, on SATURDAY, the 29th instant, at 12 o'clock Noon, for the purpose of receiving a Report of the Directors, together with a Statement of Accounts, declaring a Dividend, and electing auditors.

The TRANSFER BOOKS of the Company will be CLOSED from the 16th to the 29th instant inclusive.

By Order of the Board of Directors.
T. ARNOLD,
Secretary.
Hongkong, 11th January, 1898 [94

HONGKONG ICE COMPANY, LIMITED.

THE SEVENTEENTH ORDINARY ANNUAL MEETING of Shareholders will be held at the OFFICE of the Company, Pedder Street, at Noon on SATURDAY, the 5th February, to receive a Statement of the Company's Accounts to the 31st December, 1897, and the Report of the General Managers.

The TRANSFER BOOKS of the Company will be CLOSED from the 26th inst. to the 5th proximo both days inclusive.

JARDINE, MATHESON & Co.,
General Managers.
Hongkong, 19th January, 1898. [145

Auction.

PUBLIC AUCTION.

THE Undersigned will let by PUBLIC AUCTION ON
MONDAY, the 24th day of January, 1898, at 3 o'clock, P.M.
On the Spot
The Several Lots numbered 1 to 19 on Plan to be seen at the Auctioneers' Office, for Erection of Booths and Matsheds on the Government ground adjoining the Race Course, North of the Grand Stand Enclosure.

TERMS.—Cash.

For Conditions of Sale, Apply to
HUGHES & HOUGH,
Auctioneers.
Hongkong, 14th January, 1898. [114

To-day's Advertisements.

KOTHEN MARK LODGE, No. 264.

A REGULAR MEETING of the above LODGE will be held in the FREEMASONS' HALL, Zetland Street, TO-NIGHT, the 21st January, at 8.30 for 9 p.m. precisely. Visiting Brethren are cordially invited to attend.

Hongkong, 21st January, 1898. [110



ST. GEORGE'S HALL, CITY HALL.

ST. ANDREW'S SOCIETY.

SCOTCH CONCERT

TUESDAY, the 25th January, at 9.15 P.M.

PROGRAMME:

PART I.

Part Song.....'Hail to the Chief'.....
Song, 'O Sing to me the Auld Scotch Songs' Miss Murray Bilo.
Song.....'Gae Bring tae me a Pint of Wine' Mr. J. Gilchrist.
Song..... 'Mary o' Argyle' Mr. Vallings.
Recitation.....'Tam o' Shanter' H. E. Major-General Wilkinson Black, C.B.
Song.....'Bonnie Prince Charlie' Mrs. A. G. Gordon.
Part Song.....'Ye Banks and Braes'

PART II.

Part Song.....'Scots wha hae'
Song.....'Rothesay Bay' Mrs. Hand.
Trio.....'Willie brewed a Peck o' Maut' Messrs. E. F. Mackay, J. Gilchrist, and C. Smart.
Song.....'Sound the Pibroch' Mr. G. Balloch.
Violin Solo.....'Benedictus'.....*Mackenzie* Mr. M. Alsberg.
Song.....'Bonnie Strathyre' Mrs. Vallings.
Part Song.....'Duncan Gray'
Part Song.....'Auld Lang syne'
Part Songs by Male Voice, Choir conducted by Mr. A. G. Ward.

Seats may be Booked at the Music Saloon of the ROBINSON PIANO CO.

Hongkong, 21st January, 1898 [158

THE HONGKONG COTTON SPINNING WEAVING AND DYING CO., LIMITED.

NOTICE is hereby given that the FIRST ORDINARY MEETING of the above Company will be held at the OFFICES of the General Managers, No. 4, Pedder Street, on MONDAY, the 7th day of February, 1898, at 4 o'clock in the afternoon.

This meeting is called in order to comply with the Hongkong Ordinances and only formal business will be transacted thereat

JARDINE, MATHESON & Co., General Managers,

Hongkong, 21st January, 1898. [152

GOVERNMENT BILLS.

TENDERS for SPECIE — MEXICAN DOLLARS, Current in this Colony, and weighing 7.1.7., in Exchange for Sterling Bills drawn at 10 days' sight on the Lords Commissioners of Her Majesty's Treasury, London, will be received by the Chief Paymaster, Army Pay Department, until 11 A.M. on TUESDAY, the 25th instant.

The Tenders to state the total amount required (in Pounds Sterling), and the amount for which each Bill should be drawn, but no Bills will be issued for sums less than £100.

The Tenders to be in Duplicate and in sealed covers, addressed to the Chief Paymaster, Army Pay Department, and endorsed "Tenders for Government Bills."

The right to accept or reject any or all of the Tenders is reserved.

E. H. GORGES, Colonel, Chief Paymaster, China.

Her Majesty's Treasury Office, Queen's Road, Hongkong, 21st January, 1898. [154

OCEAN STEAMSHIP COMPANY,

FOR AMOY,

THE Company's Steamship

"JASON,"

Captain Lycett, will be despatched as above on MONDAY, the 24th instant, at Noon.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 21st January, 1898. [138

OCEAN STEAMSHIP COMPANY.

FOR SANDAKAN AND KUDAT.

THE Company's Steamship

"DEUCALION,"

Captain Branch, will be despatched on WEDNESDAY, the 26th instant, at 3 P.M.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 21st January, 1898. [157

NAVIGAZIONE GENERALE ITALIANA.

(FLORIO & RUBATTINO UNITED COMPANIES).

STEAM FOR SINGAPORE, PENANG AND BOMBAY.

Having connexion with Company's Mail Steamers to ADEN, SUEZ, PORT SAID, MESSINA, NAPLES, LEGHORN and GENOA,

ALSO

VENICE and TRIESTE, all MEDITERRANEAN, ADRIATIC, LEVANTINE and SOUTH AMERICAN PORTS up to CALLAO.

Taking Cargo at through rates to PERSIAN GULF and BAGDAD,

ALSO

BARCELONA, VALENZA, ALICANTE, ALMERIA and MALAGA.

THE Steamship

"BORMIDA,"

Captain Noer, will be despatched as above on FRIDAY, the 28th instant, at Noon.

At BOMBAY the Steamers are discharging in VICTORIA DOCK.

For Further Particulars regarding Freight and Passage apply to

CARLOWITZ & Co., Agents.

Hongkong, 21st January, 1898. [153

To-day's Advertisements.

CHINESE NEW YEAR HOLIDAY.

THE Undermentioned BANKS will be CLOSED for the Transaction of Public Business TO-MORROW, the 22nd instant.

For the CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA, T. H. WHITEHEAD, Manager, Hongkong.

For the HONGKONG & SHANGHAI BANKING CORPORATION, T. JACKSON, Chief Manager.

For the NATIONAL BANK OF CHINA, LIMITED, G. W. F. PLAYFAIR, Chief Manager.

For the MERCANTILE BANK OF INDIA, LIMITED, JOHN THURBURN, Manager, Hongkong.

For the BANQUE DE L'INDO-CHINE, Hongkong Agency, F. AUGUSTIN, Manager.

For the BANK OF CHINA & JAPAN, LIMITED, HONGKONG, CHANTREY INCHBALD, Manager.

For the YOKOHAMA SPECIE BANK, LIMITED. S. CHOH, Agent.

Hongkong, 21st January, 1898. [120

CHINESE NEW YEAR HOLIDAY.

THE Undermentioned INSURANCE OFFICES will be CLOSED for the Transaction of Public Business TO-MORROW, the 22nd instant.

JARDINE, MATHESON & CO., General Agents, CANTON INSURANCE OFFICE, LD. General Managers, HONGKONG FIRE INSURANCE CO., LD.

N. J. EDE, Secretary, UNION INSURANCE SOCIETY OF CANTON, LD.

W. H. PERCIVAL, Agent, NORTH-CHINA INSURANCE CO., LD.

W. H. RAY, Secretary, CHINA TRADERS' INSURANCE CO., LD.

SHEWAN, TOMES & CO., Agents, YANGTSZE INSURANCE ASSOCIATION, LD.

J. B. COUGHTRIE, Secretary, CHINA FIRE INSURANCE CO., LD.

W. H. T. DAVIS, Manager, THE STRAITS INSURANCE CO., LD.

Hongkong, 21st January, 1898. [117

NOTICE TO CONSIGNEES. S.S. "DEIKE RICKMERS,"

THE Steamship

"DEIKE RICKMERS,"

having arrived under Average, Consignees are hereby informed that a General Average Bond must be signed previous to countersignature of Bills of Lading.

The Average Bond is lying at the Office of the undersigned for signature.

ARNHOLD, KARBERG & Co., Agents.

Hongkong, 21st January, 1898. [156

"RICKMERS" REGULAR LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

FROM HAMBURG.

THE Company's Steamship

"DEIKE RICKMERS"

having arrived from the above Port, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Company, Kowloon, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Claims must be sent in to the Office of the Undersigned before Noon on the 3rd February, or they will not be recognized.

All broken, chafed and damaged Goods are to be left in the Godowns, where they will be examined on the 3rd February.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 27th instant will be subject to rent.

Bills of Lading will be countersigned by ARNHOLD, KARBERG & Co., Agents.

Hongkong, 21st January, 1898. [1-w 155

NORTHERN PACIFIC STEAMSHIP COMPANY.

NOTICE TO CONSIGNEES.

STEAMSHIP "TACOMA,"

FROM TACOMA, VICTORIA, YOKOHAMA, KOBE AND MOJI.

THE above Steamer having arrived, Consignees of Cargo are hereby requested to send in their Bills of Lading for countersignature and to take immediate delivery of their Goods from alongside.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

DODWELL, CARLILL & Co., Agents.

Hongkong, 21st January, 1898. [1-w 4

DAKIN, CRUICKSHANK & COMPANY, *VICTORIA DISPENSARY*, HONGKONG.

AERATED WATERS.

SIMPLE AERATED WATER.

SODA WATER.

LEMONADE.

GINGER ALE.

SARSAPARILLA.

RASPBERRYADE, &c.

DAKIN, CRUICKSHANK & Co.'s WATERS are made under the constant supervision of a duly qualified English Chemist and will bear comparison with the best English Manufactures.

Special terms to HOTELS, CLUBS, MESSES and other Large Consumers.

Any complaints should be addressed to the Manager.

Hongkong, 1st March, 1897. [50

TO SUBSCRIBERS.

SUBSCRIBERS TO "THE HONGKONG TELEGRAPH" ARE MOST RESPECTFULLY REMINDED THAT ALL SUBSCRIPTIONS MUST BE PAID IN ADVANCE.

Intimation.

A. S. WATSON & CO., LIMITED.

ESTABLISHED A.D. 1841.

WINES & SPIRITS.

ALL these are selected by our London House, bought direct at first hand, imported in wood and bottled by ourselves, thus saving all intermediate profits, and enabling us to supply the best growths at MODERATE PRICES.

PRICE LISTS, with Full Details, to be had on Application.

PORT after removal should be rested a month before use. When required for drinking at once it should be ordered to be decanted at the Dispensary before being sent out.

SHERRY.—Excellent Dinner and After Dinner Wines of very superior Vintages. All are true Xeres Wines.

CLARET.—Our Clarets, including the lowest priced, are guaranteed to be the genuine product of the juice of the grape and are not artificially made from raisins and currants, as is generally the case with Cheap Wines.

BRANDY.—All our Brandy is guaranteed to be pure Cognac, the difference in price being merely a question of age and vintage.

WHISKY.—All our Whisky is of excellent quality and of greater age than most brand in the market. The SCOTCH WHISKY marked "E" is universally popular, and is pronounced by the best local connoisseurs to be superior to any other brand in the Hongkong market.

We only guarantee our Wines and Spirits to be genuine when bought direct from us in the Colony or from our authorised Agents at the Coast Ports.

A. S. WATSON & CO., LD. THE HONGKONG DISPENSARY.

Hongkong, 8th December, 1897. [7

The Hongkong Telegraph

HONGKONG, FRIDAY, JANUARY 21, 1898.

TELEGRAMS.

(Special to *Hongkong Telegraph*.)

THE NEW LOAN TO CHINA.

RUSSIA AND FRANCE OPPOSE IT.

SHANGHAI, January 21st, 1.50 p.m.

The Russian and French Ministers in Peking are offering strong opposition to China accepting the terms of the loan as laid down in the British proposals. They object to the opening of Nanning-fu (on the West River, about 160 miles beyond Wuchow-fu) and of Tallenwan (near Port Arthur). China is wavering owing to the threats of the Russian and French representatives.

REUTER'S MESSAGES.

CRICKET.

LONDON, January 19th.

Australia won the test match at Adelaide by an innings and thirteen runs.

THE PRESS ON SIR MICHAEL HICKS-BEACH'S SPEECH.

The newspapers universally applaud the outspoken statement of Sir Michael Hicks-Beach in regard to British policy in China.

LOCAL AND GENERAL.

THE buying rate for sovereigns is $10.55 per £.

A MEETING of the Legislative Council will be held on Tuesday, the 25th inst. at 3 p.m.

THE N. Y. K. steamer *Omi Maru*, which arrived to-day from Australian ports brought treasure to the value of £6,950.

TO-MORROW being the Chinese New Year's Day, there will be no issue of this paper and the office will be closed.

MR. O. F. Williams, the newly appointed U. S. Consul for Manila, arrived to-day from America by the steamer *Tacoma*.

THE Post and Money Order Offices will be entirely closed to-morrow (Chinese New Year's Day). The Night Box will be kept open.

TO-MORROW afternoon on the Happy Valley on the ground of the H.K. Football Club, the 25th company, S. D., R.A., will play the R.E. Recreation Club in the first round for the Hongkong Football Challenge Shield. Kick-off at four o'clock.

THE Band of the K. O. L. Regiment will play the following programme at the Officers' Mess this evening, from 8 to 10 o'clock :—

Overture	Flotte Bursche	Suppe	
Selection	I Lombardi	Verdi	
Valse	Autograph	Strauss	
Serenade	Standchen	Schubert	
Selection	Princess Ida	Sullivan	
Valse	Grace of Hanover	Lumbye	

THE will of the late Mr. Pullman has been admitted to probate. He leaves to his widow his house and 1,250,000 dols., and to each of his two daughters 2,250,000 dols. To his two sons—Mr. George and Mr. Sanger Pullman—he leaves only 3,000 dols. a year each. The deceased devotes several pages of his will to his reasons for this, one of which is as follows: "Inasmuch as neither of my sons have developed such a sense of responsibility as in my judgement is requisite for the wise use of large properties and considerable sums of money, I am painfully compelled, as I have explicitly stated to them, to limit my testamentary provision for their benefit to a trust producing only such an income as I deem reasonable for their support."

WE received to-day from Messrs. Lilgens Klastmann & Co., general managers of the Great Eastern and Caledonian Gold Mining Co., Ld., the report of the Mine Manager on the property. It reached us too late for publication to-day. Splendid stone is being got out and the work at the mine is proceeding satisfactorily.

IT is reported from Foochow that Mr. Li, the acting district magistrate of Kuangtsehsien, Fukien province, having discovered two very rich deposits of lead ore in his jurisdiction, has obtained permission from the provincial high authorities at Foochow to open the mines in question, and that many of the gentry and merchants in that city have eagerly applied for shares in the projected mining company which is to be entirely a commercial enterprise, paying a royalty to the provincial government for the privilege of developing the mines in Kuangtsehsien. It is said that the smelting furnaces and other modern Western appliances to be used at the new lead mines will be made at the Foochow Arsenal and Foundry.

THE German steamer *Darmstadt* which arrived to-day from Bremenhaven, has on board a detachment of German troops *en route* for Kiaochow. The draught numbers 1,200 men of the Marine Infantry and a very large number of them were on leave to-day, adding greatly to the animation of the scene in Queen's Road. They all wear long blue coats, and some wear white and others blue trousers, their head dress being the characteristic German cap with white band and flat top. Most of the men are very young but now and again regular veterans were seen amongst them with honours on their breasts. They are serviceable looking fellows but it must be admitted that they have nothing of the smartness of appearance that distinguishes the British marines.

THE total eclipse of the sun which takes place to-morrow, and for the observation of which extensive preparations have been made in various parts of India, will be visible in Hongkong, as a partial eclipse, for a short time before sunset. Should the weather remain bright and clear, a good view of the phenomenon should be obtainable from any point from which the setting sun can be seen. The last eclipse of the sun which was visible here took place on 9th August, 1896, but, as the tail end of a typhoon was raging around the Colony, the effect was utterly spoiled by the hurrying storm clouds and only momentary glimpses of the sun could be obtained. Everything appears to be favourable at present, however, for to-morrow's eclipse being a success from a spectator's point of view, though what the effect of a bright New Year's Day and an eclipse of the sun occurring simultaneously will be upon the Chinese it is difficult to imagine. Should the weather prove clear to-morrow will the Chinese prophets foretell the partition of their country as a sequence to the evil omen, we wonder?

A PRIVATE belonging to the Hongkong Regiment was brought up at the Magistracy to-day charged with having stolen twenty-four sovereigns, the property of a man lately discharged from the Corps. It seems that the complainant resigned from the regiment a short time ago and was permitted to remain at the barracks. He went out on the 18th inst. and bought twenty-four sovereigns at one of the banks, carrying them in a bag at his waist. When he returned to prepare his meal defendant told him not to trouble and gave him some curry, saying the others had left it. He ate the food and then placed the money in his box, which was between his bed and defendant's, and the latter saw him do so. Complainant then felt giddy; he fell asleep and woke at 4 a.m. yesterday in the quarter guard. He afterwards learned that his box, which had been locked, was found broken open and that the twenty-four sovereigns had been stolen. He was told to leave the barracks and he went to the police station. There were $79 in the box which were not stolen. It was poison in the curry that he believed had made him sick. Complainant had received a ticket for India from the Government but he gave it away; his home was where the fighting is now and he could not go there. At the request of Sergeant Scott the case was remanded pending further evidence.

MR. ERICH GEORG'S WEEKLY SHARE LIST, dated Hongkong, Friday, January 21st, says:—A steady business has been going on since last Saturday and rates for several stocks show a further improvement. Hongkong, Canton and Macao Steamboat shares made further progress, and have been sold up to $30 for cash and end of the month and up to $30½ for delivery on 31st March, at which rates shares are procurable. Indo-Chinas have improved further, and, after sales at $52½ to $53½ for cash, and $56 for 30th April, up to 55½ cash has been paid. Douglases sold in small parcels at $57½ and $57 and are firm at latter rate. China Mutuals are a shade easier and obtainable at quotations. China Sugars remained quiet in the early part of the week, but during the last three days, in consequence of rumours to the effect that a good final dividend is likely to be declared, have advanced to sales and buyers at $164 cash, while for 30th April delivery $170 to $172 has been paid. Luzons sold at $41 and are wanted now at $42 without finding sellers. Punjoms have advanced to sales at $7 for ordinaries and $18 for preferences, closing with buyers at $7 for ordinary shares. Charbonnages have been done at $110 cash and $115 for 30th April, and are firm at $115 cash. New Balmorals are firm at last quotations, after a few unimportant sales. Jelebus sold and have sellers at $2. Rambs are firmer; they sold at $12 for cash and $23½ for 30th April, and are in demand. Great Eastern and Caledonians ($2½ paid up shares) sold at $3 cash and fairly steady at that figure. Hongkong Land Investment and Agency Company's shares sold at $73 to $73½, closing firm at latter rate. Kowloon Lands unchanged. West Points have sellers at $22 and buyers at $21½. Hotels are offering at $55 and Humphreys Estates at $9½, after small sales at these rates. Hongkong Cottons are on offer at $17, this Company will hold the first ordinary meeting on 5th proximo.

WE learn that on the 2nd inst. when the *Nagoya-maru* came into Kobe (says the *Chronicle*) the crew kept up the New Year in the approved fashion. Apparently a supply of *saké* had been taken in at Yokohama, and while under its exhilarating influence the men were anxious to "hoist" the officers, by way of an *omedetto*. Not long afterwards there was something like a mutiny on board in which one of the Europeans and the Japanese cook were rather badly beaten.

THE following were the conditions of the auction of seats for the 11OTH performance by the Shanghai A.D.C. :—

The highest bidder to be the purchaser.

Cash to be paid on the fall of the hammer.

The Boxes will be sold first, and the highest bidder will have the option of securing all, or as many of the boxes as he may deem fit at the price bid.

The seats in the Dress Circle will be sold on the same principle as the boxes, and should the Committee so decide, the Stalls will also be sold in a similar manner.

No Box will be disposed of for less than $12, and no Dress Circle Seat or Stall for less than $3.

Members' Tickets will be accepted at the value of $3 each.

Seats remaining unsold at the conclusion of the Auction may be secured at Messrs. Moutrie & Co.'s establishment after 9 a.m. on Friday, the 14th instant, at usual prices.

All disputes to be settled by the Auctioneer whose decision shall be final.

LETTERS of administration of the personal estate and effects, which have been valued at £35,471 7s. 4d. gross, of Princess Mary Adelaide Wilhelmina, Duchess of Teck, who died intestate, have been granted to the Duke of Teck, whose security in the sum of £70,943 is his son Prince Adolphus of Teck, of 4, Devonshire Place. The Duchess of Cambridge, who died on April 6, 1889, aged 91 years, leaving personal estate of the value of £159,340 14s. 7d., bequeathed her wines, linen, horses, and carriages to her daughter the Duchess of Teck, and her furs, Indian shawls, jewels, and furniture to her two daughters, the Duchess of Mecklenburg-Strelitz and the Duchess of Teck, and, in order to make further provision for the children of the Duchess of Teck, the late Duchess of Cambridge bequeathed in trust for them all the accumulation of her income in England and abroad since 1867. She left the residue of her property in trust as to two-fifths to her daughter the Duchess of Mecklenburg-Strelitz, as to two-fifths to her daughter the Duchess of Teck during her life interest for her children, and as to the remaining one-fifth for the Duchess of Mecklenburg-Strelitz and the Duchess of Teck or the survivor of them for life, and after the death of the survivor for the Duke of Cambridge.

TO kiss and tell, says a London journal, is not usually considered a very delicate proceeding. To kiss and have your kisses told off by a third party might even seem indelicate to some. But to have them told off by that third party in the presence of several other parties, and for the pecuniary consideration involved in a wager, can only be pronounced to be in bad taste by everybody. Yet such an incident happened in Munich the other day, as narrated by the local *Nachrichten*. There a young and ardent lover laid his friend odds that he would kiss the object of his, the layer's, affections for a matter of ten hours on end, and that he would put on ten thousand kisses in the time. The friend said, Done; the lady said, Do. The lover found his backers; so did time. The *terrain* was agreed upon, tellers were chosen, a referee appointed. Bidden to go, the kisser went off at score, evidently full of it. The conditions required appreciably divided and properly accentuated smacks. For the first hour, the pace, under these conditions, was very strong indeed. In sixty minutes no less than two thousand unexceptionable kisses had been scored—a fifth of the whole course had been covered. If this could only be kept up! But in the course of the second hour the pace began to tell, and only one thousand kisses were told. Despite the strenuous calls which the performer made upon himself during the third hour, he fell still further behind; the score dropped to seven hundred and fifty. There it stopped. The kisser's lips refused their office. He was seized with kisser's cramp and had to be taken off. He does not propose to take it on again.

THE STRANDING OF THE "POWAN."

With regard to the accident to the steamer *Powan*, reported in a special telegram to this journal last night, we learn that she went ashore at about 8 p.m. on Wednesday the weather being foggy at the time. As the bottom where she was aground is composed of mud and sand, it was not thought that the iron hull has been injured. Some of the passengers were brought on to Hongkong by the *Honam* last evening.

When the steamer *Fatshan* was coming down at 7.30 last night she stopped off the *Powan* and signalled her. The mate came off in a boat and communicated with the captain. The *Fatshan* then came on to Hongkong at full speed and arrived at 2.15 a.m. to-day instead of at 6 a.m. as usual. The *Honam*, the day boat, took off the majority of the *Powan's* passengers, who numbered about 400. Among those who preferred to remain on board were the members of a large theatrical troupe who had all their paraphernalia on board. Had it been any other time of the year the *Powan* would probably have had some 700 or 800 passengers. Yesterday two large launches came down to her aid from Canton. There was no hitch in the maintenance of the regular service despite the accident.

The *Powan* got off at about 8 o'clock last night and arrived here at 9.10 a.m. to-day. She has, we are glad to say, been found to be uninjured and resumes her running again to-night.

A REFORMATORY FOR HONGKONG.

We are informed by Mr. Ormsby, Director of Public Works, that the Hon. E. R. Belilios has generously offered the Government to supply the funds necessary for the erection of a Reformatory for juvenile offenders, an urgent want long felt in the colony. The site selected and approved of is on the spur of the hill opposite Kennedy's Stables at Causeway Bay, between the site on which the Cotton Mills are about to be erected and the Polo Ground. H. E. the Governor has consented to lay the foundation stone at 11.30 a.m. on Saturday, the 29th inst., when the presence of those wishing to see this interesting ceremony will be welcomed. The stone, with a suitable inscription is being prepared by the Public Works Department.

CHINESE NEW YEAR.

A "LOOK-SEE" IN CHINA TOWN.

[By Quiz].

There is what Elsie Adair in one of her ditties calls "a hot time" in Chinatown just now, this being the advent of the Celestial New Year when friend "John" doth rejoice and make a glad noise, and, by the same token, trades off a lot of old truck at any price he can get. For days past nearly every other Chinaman, woman, or child one met had in his, her, or its hands some piece of tinselled paper ornamentation or branches bearing plum blossom and there has been no end of a "cleaning bee" all over the native quarters. All classes have had their furniture out in the streets during the past few weeks, while the annual "makee clean" was in progress. A few of the accidental obstructionists were summoned for this but Mr. Wodehouse took a lenient view of the matter and sent the offenders off with a caution, for which no doubt he was heartily "Mi'koted."

The event of the Chinese New Year is the bazaar, as it is called in Bonham Strand, Jervois St., and the other leading thoroughfares "out west." Last night the show was in full swing and a visit can be cordially commended to all who have not yet seen John Chinaman hold high carnival and "Rag Fair" or "Paddy's market" at the same time. Coming by rickshaw or chair to the festive scene, one could well imagine that his coolies were practising the vowels *à la* Pitman, by reason of their "huh's," "ho's" and "hee's" granted out to the crowd of pedestrians who fairly blocked the road. All the Chinese shops in Queen's Road Central made more or less display with lanterns, banners and gorgeously set-out tables of refreshments, but the bazaar proper began at the Central market, and in front of this place and in the streets on either side the vegetable dealers had established their stalls. The display they made was an excellent one, the turnips, carrots, cabbages, onions, potatoes, celery, etc., making a fine show and again proving that the Chinese are the top-sawyers in gardening—on this side the line at least. Down the Road and a little down Bonham Strand the sweets purveyors held their stands. Such sweets! There were pieces of crystallised carrot and turnip, ditto cocanut, *lichees*, and heaven alone knows what else. It speaks well for the strength of the "innards" of young China to being able to negociate the stuff. Five minutes with a half pound of it would be enough to turn the average English school boy sick for a whole vacation. However the vendors did a good trade and all parties seemed highly satisfied. Leaving the sweets-stalls behind and continuing down the Strand—how queer that sounds out here!—was a display of flowers that would gladden the heart of any florist. My pigtailed floriculturists, you would take a lot of beating at growing camellias. The scentless queen of flowers was there growing magnificently, the plants all laden with a wealth of delicate blossoms of white, pale pink, crimson, and white flecked with red and pink. Then there were thousands of chrysanthemums, big white, yellow, heliotrope, and mixed colour beauties, some of the close-leaved variety and others again being more or less of the Japanese "Rag-d Jack" type. A peculiar thing about these flowers out here is the cunning way in which the blooms are all kept upright and apart from the parent branches by means of thin strips of bamboo placed in the soil of the pot. Said soil in most cases looked like small chunks of clay but an old China hand tells me this is Canton mud, the best thing going for plants out here, and it seems to be right. Among other plants worth noticing were some grand peonies and cockscombs, the blossoms of the latter being particularly good. Then there were thousands of cut blooms and plum branches and at every stall there was brisk trade doing, the humble cargo coolie or his missus rubbing shoulders with "No. 1" men in keen competition for some envied piece or plant. The fragrant little jonquil and the water lilies had numerous fanciers and there must have been many hundreds of the bulbs carried away at the ends of strings, for all the world like fish is carried home for breakfast from the market. In between the flower stalls were fruit vendors with mammoth baskets of oranges, and pumpkins of really Gargantuan proportions. The fish stalls, too, were the source of much attention from a crowd of Chinese, the little red fellows with their goggle eyes, the black chaps with tails like a steamer's propeller, and the little silver ones that resembled sardines, all attracting the curious folk. The optical illusion produced by the glass globes as regards the fishes' size was very marked in several cases. It is no joke to carry a bowl of these finny ornaments through a Chinese New Year's night crowd though and I fear the vendors had little profits.

All along the Strand the various shops and hongs made a big show with lanterns and judging by the way in which the interiors were lamp-lighted it is safe to say that kerosene oil people are having a boom time.

The next street to engage attention is Jervois Street, at all times an interesting neighbourhood by reason of its being so thoroughly "Chinesey." Going along this street on the right hand side one needs keep a tight rein on his purse or he'll be broke before he reaches the end. Here are stalls filled with all sorts of rare and curious articles, old Japanese cloisonne ware, Canton earthen-ware, lacquer goods, opium pipes, new and second hand, (some of the latter particularly so), model junkas and rain pans, fans, trays, cutlery, ancient coins (probable "fakes"), and models of old and new ideas, figures, &c. It must be admitted that on some of the stalls were articles of real merit, and we felt quite despondent when we heard the prices asked for some vases and other pieces of bric-a-brac. The vendors were out for business though and when a price was named and there seemed no chance of a sale the invariable cry was "What you give?" As this better class of stalls were left behind flattened ducks, fish, pork sausages, and dried "squid" and eating stalls became prominent. Coming down Jervois Street on the left one found boot and hat sellers, lamp shops, silk dealers, and half the second hand shops from East St. and Lascar Row were represented with old belts, pipes, jack knives, lamps, shirts, socks, &c. There were tinkers and boot makers' shops, places devoted to caps for "small pieces chilo," and really to particularise all would require far more space than the editor of the *H.K.T.* would care to allow me to ramble over.

The lighting of the stalls, always by oil, was admirable and the places were generally kept in a state of cleanliness and tidiness that reflects all credit on the responsible persons. The narrowness of Jervois St. made locomotion rather uncomfortable as the stalls encroached on the roadway so much, but the Chinese gave little, if any, unnecessary trouble and the police had an easy job. A large number of soldiers and sailors visited the locality during the evening and their behaviour was exemplary. The *Genus Jarkin*, however, is not unknown to the colony, and several bands of fellows who should be able to set a better example, amused themselves by throwing explosive crackers into the fancy stalls at the risk of breaking a heap more stuff than they would have cared to pay for. In some places where ladies were looking at the goods the sparks from the missiles were very dangerous. Sometimes the roysterers amused themselves by exploding

the crackers on one another's heads, and said heads were always hard enough to cause an explosion. It was carrying the game too far, however, to play it off on harmless Chinese. Had any Chinaman been caught at the game by Europeans it's Lombard St. to a China orange that he would have been promptly given in charge and made pay through the nose for his "villainous behaviour."

Taken full and by, the show is well worth a visit especially from those who have little time in which "do" the East. Its cosmopolitan crowd, the strangeness of the wares and the bizarre nature of the affair altogether affords a curious insight into the way in which a Chinese New Year is celebrated.

INJURIOUS LIQUORS.

MEETING OF JUSTICES OF THE PEACE.

A general meeting of Justices of the Peace was held in the City Hall yesterday afternoon to discuss a communication from the Government relating to resolutions submitted by the Justices regarding the sale of injurious liquors in the colony. The Hon. H. E. Wodehouse presided and there were also present:—Messrs. W. M. B. Arthur, J. A. de Carvalho, N. J. Ede, Dr. Hartigan, A. Shelton Hooper, G. C. Cox, W. Danby, A. Findlay Smith, C. Palmer, A. J. May, H. C. Nicolle, D. R. Crawford, Gershom Stewart, C. S. Sharp, D. E. Brown, J. H. Lewis, F. Dodwell, J. B. Courbitte, R. M. Gray, H. Mehta, T. H. Reid, Dr. Clark, H. McCallum, Dr. Stedman, Rev. R. F. Cobbold, T. Jackson, R. C. Wilcox, Dr. Bateson Wright, H. L. Dalrymple, G. Sharp, F. W. Mitchell, H. Smith, C. Inchbald, A. W. Brewin, B. Layton, W. H. Percival, G. T. Veitch, J. Thurburn, and others.

The Chairman explained that at a meeting of Justices in November last the feeling was expressed that some steps should be taken to control or suppress the traffic in poisonous liquors believed to be carried on in Hongkong. It was pointed out that the traffic was highly injurious to soldiers, sailors and others who partook of such liquors. At an informal meeting of Justices and naval and military officers held afterwards at which there present Mr. H. E. Wodehouse, C.M.G., Colonel Gordon, W. Y. Regt., the Hon. T. H. Whitehead, Lt.-Colonel Clarke, O. D., Mr. C. S. Sharp, Mr. N. J. Ede, Dr. Clark, and Mr. J. J. Francis Q.C, the following resolutions were adopted:—

(1.)—That there was no evidence to show that the wines and spirits sold in the colony were adulterated to any serious extent, that the existing law sufficiently provided for any such cases, but that there was good reason to believe great harm and injury was being done by the sale in licensed taverns of crude (imported) liquors of very inferior quality and by the supply of deleterious inferior Chinese spirits in brothels.

(2.)—That in the interests of soldiers and sailors and of the community generally some steps ought to be taken to check the importation and sale of crude spirits of all kinds and to place some restrictions on the sale of Chinese spirits and liquors.

(3.)—That the most effective means of checking the importation and sale of crude spirits would in our opinion be that the Government should establish a standard as to the maximum percentage of fusel oil (amylic alcohol) or other crude products of distillation to be allowed in any spirit and that the possession by any licensed person of spirits not in accordance with the standard would be made a punishable offence.

(4.)—That an invariable part of the punishment should be the endorsement of the conviction on the offender's licence and that a second conviction within three years entailed a forfeiture of licence.

(5.)—That the Government should undertake by its official experts an examination into the qualities and kinds of Chinese wines and spirits, the methods of manufacture, modes of adulteration, &c., and on the report of its scientific advisers, should fix some minimum standard of quality to which all Chinese spirits should conform. Adherence to this standard to be enforced by penalties on the same lines as those for imported crude spirits, and

(6.)—That these resolutions be circulated among the Justices of the Peace and if approved of by a majority be forwarded to the Government for their consideration.

These resolutions, the Chairman said, were not held to be a final decision on the subject, but were taken as a basis on which to approach the Government. They were also circulated to all the Justices for approval and were afterwards forwarded to the Government. In reply the Government asked the Justices to form a Committee of their own to consider the matter and make definite recommendations that could be embodied in an Ordinance to secure the desired object. The Chairman was of opinion that it would have been better for the Government to have taken the matter up.

On proceeding to business the Chairman, in reply to Mr. Crawford said, there was a provision in the Ordinance relating to the sale of adulterated liquors but it did not include the quality of liquors they were then considering. Unless it had been expressly put in force by Ordinance the English law had not been in force here since 1843. He could not say if there was any law in England at present dealing with the question.

Dr. Hartigan said he thought the Government should have formed a Commission, or that the Committee of Justices should be given the powers of a Commission. They should have ample powers to take evidence and compel people to give evidence. The drink question here was of the highest importance and any medical man could vouch for the evil results of the present regulations or non-regulations. Honest liquor never produced the results that this particular liquor did. The present trouble was a long standing and increasing one and the Government should take steps to remedy it, no matter what interests were involved. They could easily deal with Chinese liquors by fixing a standard for them. In conclusion he said:—The Government is here to govern and if the Government cannot find a remedy we should take means to abolish an evil which is sapping the foundations of a great portion of the population.

Mr. McCallum, in reply to Mr. Ede, said he thought it quite possible to fix a standard for both foreign and Chinese liquors.

Dr. Hartigan then moved,—"That this meeting appoint a Committee of three members to inquire into the question of the working of the liquor laws of this colony, and that the Government add two members thereto and give such Committee the power of a Commission."

Mr. A. Findlay Smith seconded.

Mr. Dalrymple moved the following amendment—"That if it is considered advisable by the Justices present that a Committee or Commission should be appointed that that Commission should be appointed by the Government entirely." Personally he thought it a matter which the Government should deal with.

Mr. Thurburn seconded the amendment.

The Chairman said that at present they had no facts on which to ask for a commission. There was nothing before the Government to prove that the evil did exist. Before deciding on the resolution and amendment they should consider that point. There should be no difficulty in obtaining ground for the Government to act upon if they invited information from Army, Navy and mercantile marine officers on the matter.

Mr. Coughtrie agreed with the Chairman's views, as at present there was nothing tangible to put before the Government. He moved as a further amendment:—"That Hon. H. E. Wodehouse, Rev. R. F. Cobbold, Dr. Hartigan, Mr. N. J. Ede, Mr C S Sharp, Mr. D. R. Crawford, and Mr. H. L. Dalrymple form a Commission of seven to obtain all the information they can on this matter and report to the general body of Justices."

In answer to Mr. Dalrymple the Chairman said he could not state whether the Government would give power to the Committee in collating facts.

Mr. Moses seconded the last amendment.

Mr. Herbert Smith said the amendments were taking them further away from the main issue. "The Justices have," he continued, "plainly out to the Government what they consider should be done and I am sorry to say that the Government, as usual, have shirked their responsibility and referred the matter back to the Justices of the Peace. It seems to me that though we are all agreed that the Government have the necessary machinery and should have every wish to put an Ordinance in force to try and ameliorate this trade in inferior drink, that as the Justices have been distinctly asked, they should act at once, and I would suggest to the gentleman who proposed the first resolution that he might amend it by moving that the Justices now appoint five gentlemen, whose names shall be submitted to the Government, to inquire into and report upon the traffic in these liquors on condition that they are given all the powers of a Government Commission. (Applause.) I may say that two members of the Government might be put on the Committee, as, for instance, Mr. Wodehouse and Dr. Clark or Mr. McCallum.

Mr. Inchbald supported the suggestion.

Dr. Hartigan, consented to the alteration being made as suggested by Mr. Herbert Smith. The resolution would then read "that the Committee consist of five members and that the Government add two members thereto."

Mr. Herbert Smith—asked that the last part be left out. They would do it themselves. The minute distinctly said the Government wished them to appoint the Committee. Why not do it?

The Chairman then put Mr. Coughtrie's amendment to the meeting.

Four Justices voted for it and twenty-two against. The amendment was therefore lost.

The amendment proposed by Mr. Dalrymple was then put to the meeting and lost by 10 votes to 22.

The following original resolution was then put to the meeting and carried unanimously:—"That this meeting appoint five members to enquire in the question of the working of the liquor laws of this colony, and that the Government be requested to give such Committee the powers of a Commission."

Mr. Smith proposed and Mr. Ede seconded that the following Committee be appointed.—Hon. H. E. Wodehouse, Dr. Hartigan, Mr. H. McCallum, Mr. J. J. Francis, Q.C., and Rev. R. F. Cobbold.

This motion was carried.

This was all the business and a vote of thanks to the Chairman terminated the proceedings.

HONGKONG GENERAL CHAMBER OF COMMERCE.

At the monthly meeting of the General Committee of the Hongkong General Chamber of Commerce, held at 3 p.m. on Friday, the 14th January.—Present: Messrs. R. M. Gray (Chairman), Herbert Smith (Vice-Chairman), N. J. Ede, J. J. Bell-Irving, T. Jackson, N. A. Sibs, T. H. Whitehead, and R. C. Wilcox (Secretary).

MINUTES.

The minutes of the previous meeting (held 7th December) were read and confirmed.

RESIGNATION.

Read letter from Mr. St. C. Michaelsen, dated 31st December, resigning his seat on the General Committee.

Resolved that a letter be written in reply expressing the regret of the Committee at losing Mr. Michaelsen's assistance and thanking him for the invaluable services he had rendered during the past ten years.

It was then unanimously decided to invite Mr. A. Haupt, of Messrs. Melchers & Co., to accept the seat vacated by Mr. Michaelsen.

THE PINNACLE ROCK FUND.

Replies to the Chamber's circular letter on the above subject were produced from H.B.M.'s Consul-General at Shanghai, the Consuls at Ningpo, Foochow, Swatow, and Pakhoi, and a further letter from the Consul at Amoy; also replies from the Commissioners of Customs at Foochow and Amoy.

It was decided not to wait for further replies, but to act on the decision last come to and grant the several British Consuls a credit of $300 each upon which to draw for rewards named, advising them and also the Commissioners of Maritime Customs at the Ports originally named of the same.

STORM WARNINGS.

In accordance with the decision arrived at at the last meeting, a letter had, on the 23rd Dec., been addressed to the Government suggesting an early return to the system of meteorological signals formerly in use.

No reply had yet been received from the Government.

COMPLAINT OF OFFICIAL INTERFERENCE WITH TRADE IN KWANGSI.

Read further letter from Mr. F. W. Watts, dated 28th Dec., thanking the Chamber for the support accorded to him and enclosing copies of Mr. Consul Brenan's reply to his claim on the Chinese Authorities and of the claim itself.

Decided that, as no further communication had been received from the Consul since he wrote stating that the case was in hand, the Chamber must await developments before proceeding further in the matter.

THE PHILADELPHIA MUSEUMS.

Read letter from the Director of the Philadelphia Museums, dated 20th November, inviting the Chamber to become a member and send two delegates to be present at the meeting of the Advisory Board in June next.

As the membership entailed the despatch of delegates to Philadelphia, it was decided to reply expressing inability to accept the invitation but thanking the Board of Trustees for the compliment paid to the Chamber.

ABOLITION OF IMPORT DUTY ON TEA IN BELGIUM.

Read letter from the Belgian Consul announcing that from the 1st January, 1898, the import duty on tea in Belgium would be abolished, a step which was regarded as very satisfactory.

POSTAL DELIVERIES.

The Vice-Chairman drew attention to the very unsatisfactory state of the Postal arrangements, both with regard to the closing of mails earlier than usual and the great delay in delivering mails arrived.

Resolved to make representations to the Government on the subject.

(Correspondence.)

STORM WARNINGS.

Hongkong General Chamber of Commerce,
23rd December, 1897.

Sir,—I am directed by my Committee to ask you to bring to the notice of His Excellency the Governor the unsatisfactory results of the present system of storm warnings. This system, which came into force at the commencement of the current year, is apparently only intended to show when strong winds are expected *here*, but the Chinese boating population, confusing these signals with the meteorological signals formerly used, take alarm directly the cone is hoisted and desert the shipping when there is no immediate necessity to leave the anchorage, thereby causing detention of vessels loading or discharging in port and serious loss and inconvenience to shippowners and shippers.

In the interest of the shipping community my Committee would respectfully suggest an early return to the system of meteorological signals in use from January, 1884, to December, 1896. Those signals, having been in use for thirteen years, were becoming gradually more and more understood and rightly interpreted by the boat and seafaring people as time went on, as is always the case, the Committee believe, when a system of signalling is introduced. They likewise conveyed to masters of ships intimations of the state of the weather at a distance on the voyages on which they were about to sail, information which the present storm warnings do not supply.

My Committee desire at the same time to draw attention to the great importance of any forecast made at the Observatory upon the receipt of telegrams indicating bad weather outside or approaching gales being furnished to the shipping hongs with all possible expedition.—I have the honour to be, sir, your most obedient servant,

R. CHATTERTON WILCOX.
Secretary.

To Hon. J. H. Stewart Lockhart, Colonial Secretary.

INTERFERENCE WITH TRADE IN KWANGSI.

1, Victoria View.
Kowloon, 28th December, 1897.

Dear Sir,—I take the present opportunity of offering my sincere thanks to the Chamber for their support of my application to H.B.M.'s Consul at Canton, and of enclosing a copy of his reply on receipt of my claim for expenses incurred, also a copy of the claim itself.

In Mr. Byron Brenan's reply to the Chamber, as published in the *China Mail* of December 23rd, he remarks:—"I learn that there is an increasing export trade under transit certificates in the Kwangsi province, so that I expect to hear," &c.

Presumably Mr. Brenan must be referring to some passes taken out at Wuchow for cargo exported thence per steamer, as I believe no Chinaman has yet been daring enough to take a pass out for goods exported in native craft. Between the coalfield and the West River there are three likin stations, at neither of which has a transit pass ever been presented; in fact, the Chinaman who attempted to initiate such a course of proceeding would be held to rashness.—I am, dear sir, yours faithfully,

FRANK W. WATTS.

The Secretary, Hongkong General Chamber of Commerce.

H.B.M's Consulate,
Canton, 22nd December, 1897.

Sir,—In reply to your letter of the 20th instant I beg to state that at present I do not feel justified in presenting any claim on your behalf to the Chinese Authorities. Should it eventually appear that the Su Chuen Magistrate acted improperly and thereby caused you loss, the amount to be claimed as compensation can then be taken into consideration.—I am, sir, your obedient servant,

BYRON BRENAN,

F. W. Watts, Esq., Kowloon.

Hongkong General Chamber of Commerce,
19th January, 1898.

F. W. Watts, Esq.

Sir,—I beg leave to acknowledge receipt of your letter of the 28th ult. enclosing copy of the reply of Mr. Consul Brenan to your application and copy of the claim itself.

My Committee note your remarks with reference to possible trade under transit pass from North Kwangsi.

Pending result of the inquiries now being made by Her Britannic Majesty's Consul, however, they are unable to move further in the matter.—I am, yours faithfully,

R. CHATTERTON WILCOX,
Secretary.

ABOLITION OF THE IMPORT DUTY ON TEA IN BELGIUM.

Hongkong, 30th December, 1897.

Monsieur le Secrétaire,—J'ai l'honneur de vous informer que les droits d'entrée établis sur le thé sont abolis en Belgique à partir du 1 Janvier, 1898.

Recevez, je vous prie, Monsieur le Secrétaire, l'assurance de ma haute consideration.

Le Consul de Belgique,
LEON VINCART.

Monsieur le Secrétaire de la Chambre de Commerce à Hongkong.

Hongkong General Chamber of Commerce,
3rd January, 1898.

Sir,—I beg to acknowledge, with thanks, the receipt of your esteemed letter of the 30th ult. informing this Chamber of the intention of your Government to abolish import duty on tea from the 1st January, 1898.—I have the honour to be, sir, your obedient servant,

R. CHATTERTON WILCOX
Secretary.

Léon Vincart, Esq. Consul for Belgium.

PRIZE-DAY AT ST. JOSEPH'S COLLEGE.

Sir J. W. Carrington, Kt., C.M.G. presided at the annual distribution of prizes at St. Joseph's College, last evening and among the many visitors present were:—The Papal Delegate to India, Bishop Pinnell, Fathers Martinet and Torres, and Mr. J. J. Francis, Q.C. The proceedings opened with choruses by the College choir, and four Upper Class boys debated on the question "Can Arbitration be made a substitute for War?" The affirmative was taken by E. A. Pugh and E. J. Noronha and the negative by L. E. Guterres and J. C. Logan.

The Principal of the College then read his report for 1897, which was as follows:—

In reviewing the scholastic year of 1897, I find that 228 pupils were received during the year, and that there was an average monthly attendance of 185. We presented 132 pupils for the Government Grant-in-Aid Examination, and the results, though not up to those of former years, were on the whole satisfactory. In the lower Standards, where the examinations have always been conducted by the Inspector himself, the results were very good; in the upper Standards, were the examinations are entirely written, the percentage was somewhat lower than those of formers years, but we hope this little severity will cause the upper pupils to set a higher value on the Government examination, and study better to prepare themselves for it. It is gratifying to see that most of the parents take a great interest in them.

The two prizes for the best essays on "The Command of the Sea," and "The Use of British Navy," so kindly offered by the Hongkong Branch of the Navy League, were also a source of emulation. Nine students wrote on the subjects, and the essays of Master E. Noronha were adjudged to be the best with those of Masters B. Taiara and F. X. Ribeiro as good seconds. The two Bellilios Scholarships continue to be a great benefit to the School, as they serve to keep the pupils longer at their studies.

The pupils continue to take an interest in the military drill and in cricket and football.

In conclusion, we have to tender our sincerest thanks to the Hon. E. R. Belilios for his two scholarships and other prizes also to the Navy League and his Honorary Secretary, and to Sir C. W. Carrington, LL.D., C.M.G., Messrs. T. Jackson, A. G. Romano, D. Noronha, Dr. A. P. Caldwalls, L. H. Mody, and the other gentlemen who have so generously contributed towards our prize fund. We also thank Mr. A. W. Brewin, Inspector of Schools, for having adjudicated the Prize Essays on "The Command of the Sea" and "The Use of the British Navy."

Sir John Carrington after presenting the prizes said it gave him great pleasure to again present the prizes at St. Joseph's College and have the opportunity of speaking a few words of encouragement to the boys. He impressed on them the importance of an attentive and painstaking school career to fit them for a successful professional life when their school days were over. A high tribute was paid to the teaching staff of the College, and he urged the boys to do all they could to lighten the task of their teachers by paying the strictest possible attention to their duties. The task of a teacher was a very hard one. He could speak with authority on that point, as he once was the teacher of a class of twenty-five boys. Since then he had changed his vocation, and he must say that, although he loved the boys, he would rather be engaged in hearing Synagogue cases for a whole year than teach that class again. (Laughter). In conclusion Sir John addressed a word of encouragement to those pupils who had not received prizes.

Father De Maria said—As Manager of the school I beg to thank you, Sir John Carrington, for your very great kindness in coming to distribute the prizes to the children. It is the second time you have honoured the school by your presence and the Brother Director in his report has pointed out your first visit was not without profit and advantage to the boys. This further proof of your Honor's interest in the school will be an additional encouragement and stimulus to our pupils, young and old, and is a source of very great gratification to the Brother Director and his assistants. I desire to convey to you their very hearty thanks and acknowledgments. It is also my most pleasing duty to welcome to St. Joseph's the Delegate to India of His Holiness Pope Leo XIII, who has honoured the College by his presence to day, and to thank him for his very great courtesy in accepting our invitation to be present on this occassion. He will soon find himself at the feet of the Holy Father and we entreat him to assure His Holiness of our love and devotion towards his person and office. To His Lordship our own Bishop our most heaity thanks are clearly due. His zeal in the cause of education and his paternal solicitude for our well-being are ever more fully illustrated and displayed. I have also to thank all our good friends and supporters for their presence.

The following is the list of prize winners:—

Standard I.—C. de Carvalho, A. da Luz, L. G. Corteiro, A. Marti, A. Rozario, A. Neves.

Standar II.—J. Rozario, J. Carmo, Lo Pou, C. Franco, A. I. Xavier, Kwock J. Lum, D. Alorço, M. Larrina.

Standard III.—J. Gaskell, F. Casademunt, F. Simoes, J. Wohlers, H. Silva, L. Remedios, G. Rozario, A. Guierres, N. Botelho, J. Avila, R. Passos.

Standard IV.—C. Afah, C. Remedios, A. Barradas, C. Almario, J. Yvanovich, G. Victor, J. C. Guierres, L. Fat Choi, A. Manso, J. Victor, P. A. Rozario.

Standard V.—J. Maldoderas, G. Remedios, C. Remedios, A. Hilla, H. Tayler, E. Rozario, F. Remedios, A. Botelho, L. C. Xavier, Ng Luck Kee.

Junior Preliminaries.—H. Costa, H. V. Biard, W. Paley.

Oxford Juniors.—F. X. V. Ribeiro, B. Talara, E. A. Pugh, N. Simoes, L. E. Guterres, M. Hogan, J. C. Logan, F. Silva.

Oxford Seniors.—E. J. Noronha, A.A., J. P. Xavier, C. O'Toole, A.A., I. Franco, A.A., E. M. Xavier, A.A.

A prize presented by Sir J. W. Carrington, L.L.D., C.M.G., for aptitude, diligence and good conduct was awarded to C. L. O'Toole, A.A.

ROYAL HONGKONG YACHT CLUB.

The sixth race for the Championship took place on Sunday, the 16th instant, three boats starting in the second class and six in the first, the course being from the Police Pier to mark boat off Green Island, to Cosmopolitan Dock buoy, to Channel Rocks, and home, all to starboard.

A light easterly breeze and a flood tide carried the boats, (the second class with the usual ten minutes' start) to within about a mile of the Green Island mark, where a dying wind and a calm gave a chance to the laggards to close up. The whole of the nine yachts worked around the mark in a bunch, not three lengths separating the leader from the last. The easterly breeze immediately coming on again set everybody racing in grand style, the *Maid Marian*, by early making a long board towards the Hongkong shore and avoiding the pinch across the tide, turning Cosmopolitan buoy first. The times at this mark were:—

	H.	M.	S.
Maid Marian	3	21	45
Chanticleer	3	24	0
Meteor	3	27	12
Active	3	28	30
Dart	3	28	40
Payne	3	28	50
Phœbe	3	29	3
Ladybird	3	29	40
Sybil	3	31	50

The breeze held, and at Kowloon Point the *Chanticleer* had picked up a little on the leader, who got away again at North Point, but was finally passed at the Rocks. Times:—

	H.	M.	S.
Chanticleer	4	43	20
Maid Marian	4	44	30
Meteor	4	49	5
Ladybird	4	50	55
Dart	4	51	10
Payne	4	51	45
Phœbe	4	51	45
Active	4	58	0
Sybil	5	1	10

A long run home against a strong ebb, with a failing air, closed the whole fleet up again, the *Maid* passing the *Chanticleer* just before the finish and winning by thirteen seconds after a fours' hour sail, and saving closing time by a bare seven minutes.

The absence of the *Erica* was regretted, and she no doubt missed a favorable opportunity of adding to her leading score. Finishing times:—

	H.	M.	S.
Maid Marian	5	21	58
Chanticleer	5	22	10
Meteor	5	23	31
Ladybird	5	23	43
Phœbe	5	24	42
Dart	5	28	40
Payne	5	25	58

Marks gained to date are:—

A CLASS.

Erica	38
Maid Marian	32
Meteor	9
Chanticleer	8
Active	4
Phœbe	2
Ladybird	1
Payne	36
Dart	4

NOTANDA.

CALENDAR.

JANUARY.

Meteorological means based on ten years' observations to 1893.

Barometer	30.165
Thermometer	59.4
Humidity	74.0
Rainfall	1.67

TO-DAY.

WEATHER REPORT.

	On data at 10 a.m.	On data at 4 p.m.
Barometer	30.21	30.10
Thermometer	61	61
Humidity	66	63
Rainfall		

TO-DAY,
Friday, 21st January, 1898.
(St. Agnes)

Chinese—*29th of 12th moon of 23rd year of Kwong-su.*
Jewish—*27th Tebet, 5658.*
Mohammedan—*27th Shaaban, 1315.*
Sun—*Rises* *6hr. 34min.*
Sets *5hr. 26min.*
High water—*Morning* *10hr. 16min.*
Afternoon *8hr. 2min.*
Low water—*Morning* *2hr. 53min.*
Afternoon *1hr. 15min.*

ANNIVERSARIES.

1835—Mr. Davis left Canton for England and was succeeded by Sir Geo Best Robinson.
1861—Lord Elgin left Hongkong for England.
1869—Attack on Lieut Kerr and a boat of the *Cockchafer* at Swatow.
1887—The *Nepsui-Wan Nien Ching* collision in the Yangtze; 100 lives lost.
1891—Celebration of the Jubilee of Hongkong commenced.
1897—Jubilee of the London *Daily News*.

TO-MORROW.

Saturday, 22nd January, 1898
(St. Vincent)

Chinese—*1st of 1st moon of 24th year of Kwong-su.*
Jewish—*28th Tebet, 5658.*
Mohammedan—*28th Shaaban, 1315.*
Sun—*Rises* *6hr. 33min.*
Sets *5hr. 27min.*
Moon—*New Moon*.....*3hr. 1min p.m.*
High water—*Morning**10hr. 45min.*
Afternoon *8hr. 51min.*
Low water—*Morning* *3hr. 34min.*
Afternoon *2hr. 11min.*

ANNIVERSARIES.

1835—The crew of the *Argo* seized by the Chinese authorities.
1841—Hongkong ceded to England.
1879—Battle of Isandula and defence of Rorke's Drift.
1886—The s.s. *Corinth* sunk by H.M.S *Firebrand* near Amoy.
1893—The American ship *Robert L. Belknap* wrecked near the Natuna Islands.
1897—Death of Sir Isaac Pitman.

Sunday, 23rd January, 1898

Chinese—*2nd of 1st moon of 24th year of Kwang-su*
Jewish—*29th Tebet, 5658*
Mohammedan—*29th Shaaban, 1315.*
Sun—*Rises* *6hr. 33min.*
Sets *5hr. 28min.*
High water—*Morning**11hr. 6min.*
Afternoon *9hr. 39min.*
Low water—*Morning* *4hr. 19min.*
Afternoon *3hr. 1min.*

ANNIVERSARIES.

1841—The s.s. *Enterprise* left for England with news of the cession of Hongkong.
1856—Volunteer Fire Brigade organized in Hongkong.
1862—The British brig *Imogene* plundered and burned by pirates.
1863—The Governor of Hongkong granted permission to wear the uniform of the first class.
1868—The P. & O. s.s. *Niphon* lost off Amoy.
1874—Duke of Saxe-Coburg married.
1896—Treaty signed making Madagascar a French possession.
1897—Passenger junk capsized in Haitan Straits; over 100 lives lost.

MEMORANDA.

TO-MORROW,—22nd January.

Chinese New Year's Day. Banks, Insurance and Government offices closed.
Volunteers' 64 pr. competition at Sandakuers.

SHARE MARKET.

LATEST QUOTATIONS.

Indo-China—$551 buyers; Douglases $57 sales and buyers; China *Sugar* $163 buyers; Charbonnages $112 buyers; Docks 33 per cent. prem. buyers; Land Investment $754 buyers.

SHIPPING AND MAIL NEWS.

MAILS DUE;

English (*Ganges*) 24th inst.
Indian (*Catherine Apcar*) 25th inst.
American (*Doric*) 27th inst.
American (*China*) 3rd prox.
Tacoma (*Victoria*) 7th prox.
American (*Belgic*) 12th prox.

SHIPPING RETURNS.

From 4 p.m. yesterday to 4 p.m. to-day.

ARRIVALS.

Java	steamer,	from	Yokohama
Dethe Richmers	,,	,,	Singapore
Wuhu	,,	,,	Probobingo
Germania	,,	,,	Kutchinotsu
Tacoma	,,	,,	Tacoma
Omi Maru	,,	,,	Sydney
Kagoshima Maru	,,	,,	Seattle
Prium	,,	,,	Moji
Darmstadt	,,	,,	Brem'haven
Hiroshima Maru	,,	,,	Singapore
Lyemoon	,,	,,	Canton
Mathilde	,,	,,	Haiphong
Haimun	,,	,,	Swatow
Bermuda	,,	,,	Bombay
Toyo Maru	,,	,,	Kutchinotsu

Aggregating 24,578 tons register.

DEPARTURES.

Thalia	steamer,	for	Foochow
Nanyang	,,	,,	Taiwanfoo
Kwaiyang	,,	,,	Iloilo
Java	,,	,,	London
Chingtu	,,	,,	Kobe
Esmeralda	,,	,,	Manila
Mermon	,,	,,	Sandakan

Aggregating 8,845 tons register.

HONGKONG AND WHAMPOA DOCK RETURNS.

Moewe (H.I.G.M.S.)	at	Kowloon	Dock
Triumph	,,	,,	,,
Tordenskjold	,,	,,	,,
West York	,,	Cosmopolitan	,,

SWATOW.

Arrivals.	*from*	*Agents.*
Jan. 20 *Hailoong*	Amoy	J. M. & Co.

Departures.	*for*	*Agents.*
Jan. 20 *Haimun*	Hongkong	J. M. & Co.
20 *Hailoong*	Hongkong	J. M. & Co.

In Port—*Shanghai, Assam Maru.*

Intimations.

IN THE MATTER OF THE TRADE MARKS ORDINANCES NOS. 10 OF 1873 AND 22 OF 1895.

AND

IN THE MATTER OF AN APPLICATION ON BEHALF OF STOLTERFOHT & HAGAN FOR LEAVE TO REGISTER A CERTAIN TRADE MARK.

NOTICE is hereby given that HERMANN STOLTERFOHT of Victoria in the Colony of Hongkong Sole member of the firm of STOLTERFOHT and HAGAN carrying on business at Victoria aforesaid and elsewhere as a Merchant and Commission Agent under the style of STOLTERFOHT and HAGAN has, on the 17th day of August, 1897, applied to His Excellency the Governor of Hongkong for leave to register a certain TRADE MARK in the Register of TRADE MARKS in the office of the Colonial Secretary of the Colony of Hongkong in the name of STOLTERFOHT and HAGAN.

The said TRADE MARK has been or is intended to be used in respect of the following goods:—

1. Chemical substances of all sorts.
2. Medicines and drugs.
3. Raw or partly prepared vegetable, animal and mineral substances used in manufactures, photography or philosophical research, and anti-corrosives.
4. Unwrought and partly wrought metals.
5. Machinery of all kinds.
6. Musical instruments.
7. Horological instruments.
8. Instruments, apparatus and contrivances for surgical or curative purposes or in relation to health of men or animals.
9. Cutlery and edge tools.
10. Metal goods (including lamps, needles and umbrella frames).
11. Precious metals and jewellery and imitations of such goods and jewellery.
12. Manufactures from mineral and other substances for building or decoration.
13. Goods of any description manufactured from caoutchouc, India rubber or gutta percha.
14. Arms, ammunition and stores.
15. Silk piece goods.
16. Cloths and stuffs of wool, worsted or hair.
17. Woollen, worsted and hair goods of all kinds.
18. Articles of clothing.
19. Substances used as food or as ingredients in food (including butter, margarine and other substitutes for butter and preserves and biscuits).
20. Detergents, illuminating heating or lubricating oils, and starch blue and other preparations for laundry purposes.
21. Toilet articles, preparations for the teeth and hair and perfumed soap.
22. Games of all kinds, archery, fishing tackle and toys.
23. Walking sticks, brushes and combs.
24. Skins unwrought and wrought and articles made of leather.
25. Tobacco, whether manufactured or unmanufactured.

A Facsimile of the said trade mark can be seen on application at the office of the Colonial Secretary of the Colony of Hongkong or to the undersigned.

Dated the 30th day of October, 1897.

JOHNSON, STOKES & MASTER,
Solicitors for
1656] Messrs. STOLTERFOHT & HAGAN.

NEW SINGAPORE TOWN HALL.

1. A PREMIUM of £200 is offered for the Design that may be selected for the Singapore Permanent Memorial of Her Majesty's Diamond Jubilee.

£200 will be paid to the Designer of the building adjudged by the Committee to be second in merit.

2. The Committee consists of:—
 2 Members appointed by the Governor.
 2 Members appointed by the Municipal Commissioners.
 2 Members appointed by the Subscribers and a Chairman elected by the above.

3. The building must contain the following accommodation:—
 (1.) A Town Hall suitable for Public Meetings, Balls, Concerts, &c., about 100 feet by 50 feet, upstairs, with dining or supper room below.
 (2.) Theatre to seat about 500.

4. The Designs must be sent in so as to reach Singapore by 30th April, 1898, and can be forwarded direct to the undersigned.

5. The Town Hall must form part of the same building as the Theatre, but the two should not communicate with each other except by the Verandahs.

6. The building to be provided with sufficient dressing, cloak, card and smoking rooms, bars, promenades, &c., and to be surrounded with a Verandah not less than 15 feet in width. The design to provide for the Verandah rails being of iron.

7. Kitchen and accommodation for four servants to be arranged on the roof.

It is proposed to erect the building of grey granite or granite and brick combined.

8. Iron to be used wherever possible in place of wood.

9. No basement required but the lower floor to be raised at least 5 feet above the ground as the site is low.

10. The rainfall in Singapore is very heavy, six inches and more sometimes falling in one day. The roof and guttering should therefore be designed to allow of the rapid escape of a large quantity of water.

11. Tiles are the roofing material of the Straits.

12. The cost of building in Singapore may be taken to be from seven to nine cents of a Straits dollar per cubic foot of whole building.

13. The cost of the building should not exceed $300,000. The climate of Singapore is a perpetual summer, the average temperature being 80 fahrenheit. It is therefore essential that the various rooms should be as open as possible to the outer air and that free ventilation from floor to ceiling should be ensured to every part of the building.

14.—The site is perfectly flat and of ample, size to accommodate a building of any design. A plan of the site can be obtained from the Undersigned or from Major CAMERON.

W. EGERTON,
Hon. Secretary to the Permanent Memorial Committee.

Singapore,
Straits Settlements,
8th November, 1897. [1755

LEVY HERMANOS.

DIAMOND MERCHANTS, JEWELLERS AND WATCHMAKERS.

Sole Agents in the East for the amalgamated CLEMENT, HUMBER, and GLADIATOR Co., Ld., DUNLOP TYRED BICYCLES—PRICE...$185.

A special reliable Watch made for this Climate
Quality A.....$16
Quality B.....$18

10, *QUEEN'S ROAD CENTRAL*,
Opposite the Telegraph Office.

Intimations.

NIPPON YUSEN KAISHA.

(THE JAPAN MAIL STEAMSHIP COMPANY.)

PROJECTED SAILINGS FROM HONGKONG—SUBJECT TO ALTERATION.

STEAMERS.	DESTINATIONS.	SAILING DATES.
HIROSHIMA MARU N. Ohno	KOBE and YOKOHAMA	MONDAY, 24th January, at Daylight.
OMI MARU C. Young.....	NAGASAKI, KOBE and YOKOHAMA	MONDAY, 24 h January, at 4 P.M.
YAMAGUCHI MARU S. Kawamuro	SINGAPORE, COLOMBO and BOMBAY	TUESDAY, 25th January, at Noon.
KAGOSHIMA MARU W. Thompsen	SEATTLE, WASH., VIA KOBE and YOKOHAMA	THURSDAY, 27th January, at 4 P.M.
YAMASHIRO MARU J. Jones	THURSDAY ISLAND, TOWNSVILL KEPPEL BAY, BRISBANE SYDNEY, MELBOURNE	FRIDAY, 28th January, at 4 P.M.
INABA MARU..... W. Bainbridge	MARSEILLES, LONDON, NEWCASTLE, and ANTWERP, VIA SINGAPORE (Transhipping Cargo for JAVA PORTS), PENANG, COLOMBO and PORT SAID.....	THURSDAY, 3rd February, at 4 P.M.

For further information as to Freight, Passage, Sailings &c., apply at the Company's Local Branch Office at No. 7, Praya Central.

A. S. MIHARA,
Manager.

Hongkong, 21st January, 1898 [6

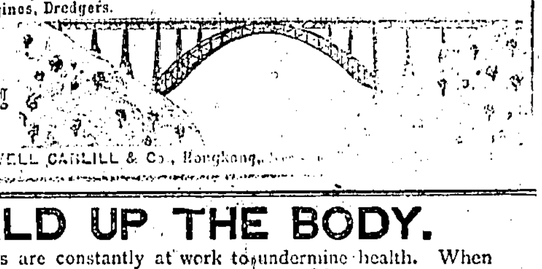


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at Louvain (DYLE), Belgium

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FOR
Constructing and Working
Railways and Tramways



Apply to Messrs. DODWELL CARLILL & Co., Hongkong.

BUILD UP THE BODY.

Influences are constantly at work to undermine health. When you lose flesh, take cold easily, become pale and weak, you need building up, so there will be no danger of taking disease.

Scott's Emulsion

ntains all the essential elements that give strength and vitality to e system. It increases the appetite for other food, enriches and warms the blood, assists in making healthy flesh, relieves inflammation of Throat and Lungs, and overcomes all emaciated, weak tendencies. Prepared by SCOTT & BOWNE, Limited, London. Sold by all Chemists.

Sole Agents for Hongkong and the Empire of China :—WATKINS & Co, Hongkong.

NOTICE.

A RESPECTABLE YOUNG MAN wishes to meet with a Gentleman who is leaving for Home, and offers himself as VALET and COMPANION in exchange for trip, or as otherwise agreed.

Apply
"Z. Y. X."
c/o *Hongkong Telegraph* Office,
Hongkong, 20th January, 1898. [149

EXCURSION TO MACAO.

THE S.S. "HOI TONG" will leave the MARKET WHARF on SUNDAY next, the 23rd instant, for MACAO at 7.30 A.M. precisely, leaving MACAO for HONGKONG at 6 P.M. Fare for Return Journey $2. Liquors only supplied on board.

Owner's address :—Mr. CHI WO,
29, WING WO LANE, Hongkong.
Hongkong, 20th January, 1898. [148

THE NEW FRENCH REMEDY.

THERAPION.

This successful and highly popular remedy, as employed in the Continental Hospitals by Ricord, Rostan, Jobert, Velpeau, and others, combines all the desiderata to be sought in a medicine of the kind, and surpasses everything hitherto employed.

THERAPION No. 1, in a few days only, removes all discharges from the urinary organs, effectually superseding injections, the use of which does irreparable harm by laying the foundation of stricture and other serious diseases. In dysentery, piles, irritation of the lower bowel, cough, bronchitis, asthma, and some of the more trying complaints of this kind, it will be found astonishingly efficacious, affording prompt relief where other well-tried remedies have been powerless.

THERAPION No. 2, for impurity of the blood secuvy, pimples, spots, blotches, pains and swellings of the joints, secondary symptoms, disease of the bones, sore throat, and all diseases for which it has been too much a fashion to employ mercury, sarsaparilla, &c, to the destruction of the sufferer's teeth and ruin of health. This preparation purifies the whole system through the blood, and throughly eliminates every poisonous matter from the body.

THERAPON, No. 3, for nervous exhaustion, waste of vitality, and all the distressing consequences arising from early error, excess, residence in hot, unhealthy climates, &c. It possesses surprising power in restoring strength and vigour to the debilitated.

THERAPION may be procured at 2/9 and 4/6 per package, of the principal Chemists and Merchants throughout the world. In ordering, the purchaser should state which of the three numbers he requires, and observe that the word "THERAPION" appears on the Government Stamp (in white letters on a red ground) affixed to every genuine package by order of Her Majesty's Hon. Commissioners, and without which it is a forgery.

Sold by A. S. WATSON & Co., Limited, Hongkong, China and Manila. [56

KUHN & KOMOR,

JAPANESE FINE ART CURIOS,
21 & 23, QUEEN'S ROAD, HONGKONG,
35, WATER STREET, YOKOHAMA
and
36, DIVISION STREET, KOBE.
Hongkong, 15th March, 1896. [24

CARBOLINEUM-AVENARIUS
USED FOR OVER 20 YEARS.
With the Utmost Success.

Thoroughly reliable preservative for Wood and Stone against White Ants, Decay, Fungus Rot and Dampness.

Sole Agents for China,
LÜTGENS, EINSTMANN & Co.
Hongkong, 11th September 1896. [19

F. CAZANOVE,

BORDEAUX.



GOLD MEDALS
Bordeaux, 1882. Paris, 1889.

LIQUOR

OF THE REVEREND FATHER

A. KERMANN.

This ELIXIR is employed with success to restore the FORCES of the STOMACH and FACILITATES the DIGESTION.

TONIC WINE
Of the Rev. Father A. KERMANN
MOKA-KINA of Dr. GÖLZ.
CREME DE MANDARINE.
AVELINE ANISETTE SUPERFINE.

Apply to Messrs. DODWELL, CARLILL & Co., Hongkong.
Agents for M. OPPENHEIMER & Co., Paris.

SIEN TING,
SURGEON DENTIST,
No. 10, D'AGUILAR STREET.
TERMS VERY MODERATE.
Consultation free.
Hongkong, 27th September, 1895. [43

Masonic.

VICTORIA CHAPTER,
No. 525, E.C.

A REGULAR CONVOCATION of the above CHAPTER will be held in the FREEMASONS' HALL, Zetland Street, on FRIDAY, the 28th instant, at 8.30 for 9 p.m. precisely. Visiting Companions are cordially invited to attend.

Hongkong, 20th January, 1898. [150

Shipping.

STEAMERS.

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR SINGAPORE, PENANG AND CALCUTTA.

THE Company's Steamship

"KUTSANG,"

Captain Geo. Payne, will be despatched as above on TUESDAY, the 25th instant, at 3 P.M.

For Freight or Passage, apply to
JARDINE, MATHESON & Co.,
General Managers.
Hongkong, 19th January, 1898. [144

MOGUL-WARRACK-MILBURN LINE.

FOR NEW YORK, VIA SUEZ CANAL.

THE Steamship

"PORT ADELAIDE,"
to sail about the 26th January, 1898.

S.S. "GHAZEE" about 20 h. February.
S.S. "ARGYLL" " 5th March.
S.S. "ATHAN" " 20 h March.
S.S. "LENNOX" " 10 h April.
S.S. "ENERGIA" " 30th April.

For Freight or Passage apply to
DODWELL, CARLILL & Co.,
Agents.
Hongkong, 6th January, 1898. [1913

CHINA NAVIGATION COMPANY, LIMITED.

FOR PORT DARWIN, QUEENSLAND PORTS, SYDNEY AND MELBOURNE.

THE Company's Steamship

"CHANGSHA,"

Captain Williams, will be despatched on MONDAY, the 31st instant, at 3 P.M.

The attention of Passengers is directed to the Superior Accommodation offered by this Steamer. The First-class Saloon is situated forward of the Engines. A Refrigerating Chamber ensures the Supply of Fresh Provisions during the entire voyage.

A duly qualified Surgeon is carried and the Vessel is fitted throughout with Electric Light.

N.B.—Return Tickets issued by this Company to and from AUSTRALIA are available for return by the Steamers of the EASTERN AND AUSTRALIAN S. S. Co. and *vice versa*.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.
Hongkong, 18th January 1898 [130

OCEAN STEAMSHIP COMPANY.

FOR LONDON, VIA SUEZ CANAL.

THE Company's Steamship

"HECTOR."

Captain Barr, will be despatched as above on MONDAY, the 31st instant.

For Freight, apply to
BUTTERFIELD & SWIRE,
Agents.
Hongkong, 18th January, 1898 [132

FOR NEW YORK, VIA SUEZ CANAL.

THE Steamship

"HANSEAT,"

Captain C. Hamse, will be despatched as above on or about the 31st instant,

To be followed by the
S.S. "LYDERHORN" on or about 15th Feb., 1898
S.S. "ORWELL" on or about 28th Feb., 1898.

For Freight, apply to
SHEWAN, TOMES & Co.,
Agents.
Hongkong, 6th January, 1898. [67

THE CHINA MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR LONDON, VIA STRAITS AND COLOMBO.

(Taking Cargo at through rates for LIVERPOOL, GLASGOW, CONTINENTAL PORTS, RIVER PLATE, &c.)

THE Company's Steamship

"PINGSUEY,"

Captain D. Davies, will be despatched as above on or about the 8th February.

For Freight, &c., apply to
HOLLIDAY, WISE & Co.,
Agents.
Hongkong, 19th January, 1898. [142

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM FOR
STRAITS, CEYLON, MEDITERRANEAN PORTS, ANTWERP, BREMEN AND HAMBURG.

THE Company's Extra Steamship

"DARMSTADT"

will be despatched as above on or about the 15th of February, 1898.

To be followed by the
"CREFELD"
on or about the 15th of March, 1898.

For Freight or Passage, apply to
MELCHERS & Co.,
Agents.
Hongkong, 28th December, 1897. [1924

FOR NEW YORK VIA SUEZ CANAL.

THE Steamship

"LYDERHORN,"

will be despatch as above on or about the 15th February.

To be followed by the
S.S. "ORWELL" on or about the 28th February.

For Freight, &c., apply to
SHEWAN, TOMES & Co.,
Agents.
Hongkong, 13th January, 1898. [113

WORTH A GUINEA A BOX.

BEECHAM'S PILLS

FOR ALL
BILIOUS AND NERVOUS DISORDERS
SUCH AS
SICK HEADACHE, CONSTIPATION,
WEAK STOMACH,
IMPAIRED DIGESTION,
DISORDERED LIVER,
AND FEMALE AILMENTS.
ANNUAL SALE SIX MILLION BOXES.

50 Cents per Box.

Prepared only by the Proprietor:—
THOMAS BEECHAM, St. Helens, England.

SOLE AGENTS for HONGKONG and the EMPIRE of CHINA :—
WATKINS & CO.,
APOTHECARIES' HALL, 66, Queen's Road Central,
HONGKONG. [38

Mails.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

STEAM FOR
STRAITS, CEYLON, AUSTRALIA, INDIA, ADEN, EGYPT, MEDITERRANEAN PORTS, PLYMOUTH AND LONDON.

(Through Bills of Lading issued for BATAVIA, PERSIAN GULF, CONTINENTAL and AMERICAN PORTS).

THE Steamship

"VERONA,"

Captain C. H. S. Tocque, R.N.R. carrying Her Majesty's Mails, will be despatched from this for BOMBAY, &c., on THURSDAY, the 27th January, at Noon, taking Passengers and Cargo for the above Ports.

All Cargo for France and London will be transhipped at Colombo into a steamer proceeding direct to Marseilles and London.

Parcels will be received at this Office until 4 P.M. the day before sailing. The Contents and Value of all Packages are required.

Shippers are particularly requested to note the terms and conditions of the Company's Bills of Lading.

For further Particulars, apply to
H. A. RITCHIE,
Superintendent.
Hongkong, 13th January, 1898. [5

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM FOR
SINGAPORE, COLOMBO, ADEN, SUEZ, PORT SAID, NAPLES, GENOA, ANTWERP, BREMEN AND HAMBURG, PORTS IN THE LEVANTE, BLACK SEA AND BALTIC PORTS :
ALSO
LONDON, NEW YORK, BOSTON, BALTIMORE, NEW ORLEANS, GALVESTON, AND SOUTH AMERICAN PORTS.

THE COMPANY'S STEAMERS WILL CALL AT SOUTHAMPTON TO LAND PASSENGERS AND LUGGAGE.

N.B.—CARGO CAN BE TAKEN ON THROUGH BILLS OF LADING FOR THE PRINCIPAL PLACES IN RUSSIA.

PROPOSED SAILINGS FROM HONGKONG.

(SUBJECT TO ALTERATION.)

Preussen	Tuesday ...	1st Feb.
Sachsen	Tuesday ...	1st March.
Bayern	Wednesday	30th March.
Prinz Heinrich ...	Wednesday	27th April.

ON TUESDAY, the 1st day of February, at 11 A.M., the Company's Steamship "PREUSSEN," Captain P. Wetzin, with MAILS, PASSENGRS, SPECIE and CARGO, will leave this Port as above, calling at NAPLES and GENOA.

Shipping Orders will be granted till NOON on SATURDAY, the 29th January. Cargo and Specie will be received on board until 5 P.M. on MONDAY the 31st Jan., and Parcels will be received at the Agency's Office until NOON on MONDAY, the 31st Jan. Contents of Packages are required. No Parcel Receipts will be signed for less than $2.50 and Parcels should not exceed Two Feet Cubic in Measurement.

The Steamer has splendid Accommodation and carries a Doctor and a Stewardess.

Linen can be washed on board.

For further Particulars, apply to
MELCHERS & Co.,
Agents.
Hongkong, 6th January, 1898. [58

NORTHERN PACIFIC STEAMSHIP COMPANY.

VIA SHANGHAI, INLAND SEA, KOBE, AND YOKOHAMA.

PROPOSED SAILINGS FROM HONGKONG.

FOR VICTORIA, B.C., AND TACOMA
IN CONNECTION WITH
NORTHERN PACIFIC RAILWAY CO.

Tacoma...	2,549	A. Dixon	Feb. 1.
Victoria	3,167	J. Truebridge.....	Feb. 22.
Olympia	1,697	Dobson	Mar. 15.
Columbia	2,605	A. Gow	April 5.

ALSO
FOR PORTLAND, OREGON,
IN CONNICTION WITH
OREGON RAILROAD AND NAVIGATION COMPANY.

Pelican ..	2,338	A. Gove	Feb. 8.
Braemar	2,601	E. Porter.....	Mar. 8.
Mogul...	3,654	W. H. Wright.....	Mar. 29.

THE attention of Passengers is directed to the very cheap rates offered by this Line,
HONGKONG TO LONDON £47.
Excellent accommodation. First-class Table, DOCTOR and STEWARDESS carried.
HONGKONG TO NEW YORK £41.

The Railroad travelling is second to none on the American Continent. Magnificent Scenery of the ROCKY and CASCADE MOUNTAINS. The YELLOWSTONE NATIONAL PARK route. Passengers to EUROPE may proceed by one of the first class ATLANTIC MAIL LINES.

HONGKONG TO TACOMA £28.

Rates of Passage to other Points on application.

Special rates allowed to members of Government Services.

Through Bills of Lading issued to Pacific Coast Points, and to Canadian and United States Points.

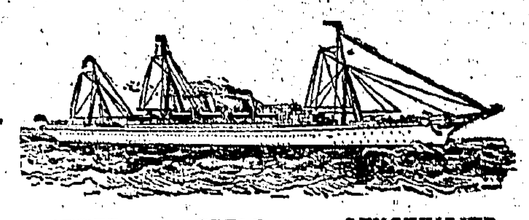
Consular Invoices of Goods for United States Points should be in quadruplicate; and *one copy must be sent forward by the steamer* to the Freight Agent, Tacoma, Wash., or Portland, Or. (whichever may be the destination of the Steamer).

Parcels must be sent to our Office (with address marked in full) by 5 P.M., on the day previous to sailing.

For further information apply to
DODWELL, CARLILL & Co.,
General Agents.
Hongkong, 22nd December, 1897. [4

Mails.

CANADIAN PACIFIC RAILWAY COMPANY'S ROYAL MAIL STEAMSHIP LINE.

1898.  1898.

SAFETY. SPEED. PUNCTUALITY.

THE FAST ROUTE BETWEEN CHINA, JAPAN AND EUROPE, VIA CANADA AND THE UNITED STATES.

(CALLING AT SHANGHAI, NAGASAKI, KOBE, YOKOHAMA AND VICTORIA, B.C.)

Twin Screw Steamships—6,000 Tons—10,000 Horse Power—Speed 19 knots.

PROPOSED SAILINGS FROM HONGKONG.

EMPRESS OF INDIA...Comdr. O. P. Marshall, R.N.R...WEDNESDAY, 16th Feb., 1898.
EMPRESS OF JAPAN...Comdr. Geo. A. Lee, R.N.R.....WEDNESDAY, 16th Mar., 1898.
EMPRESS OF CHINA...Comdr. H. Pybus, R.N.R.....WEDNESDAY, 6th April, 1898.

THE magnificent Twin-screw Steamships of this Line pass through the famous INLAND SEA OF JAPAN, and usually make the voyage YOKOHAMA TO VANCOUVER (B.C.) in 12 DAYS, saving THREE DAYS to a WEEK in the Trans-Pacific journey and make connection at Vancouver with the PALATIAL TRANS-CONTINENTAL TRAINS of the CANADIAN PACIFIC RAILWAY, which leave daily, and cross the Continent FROM THE PACIFIC TO THE ATLANTIC WITHOUT CHANGE. Close connection is made at Montreal, Quebec, Halifax, New York and Boston with all Trans-Atlantic Lines, which passengers to Great Britain and the Continent are given choice of.

Passengers Booked through to all principal points and AROUND THE WORLD. Return tickets to various points at reduced rates, Good for 4, 6, 9 and 12 months.

SPECIAL RATES (First-class only) granted to Missionaries, Members of the Naval, Military, Diplomatic and Civil Services, and to European Officials in the Service of China and Japan Governments.

The attractive features of this Company's route embrace its PALATIAL STEAMSHIPS (second to none in the World), the LUXURIANCE OF ITS TRANS-CONTINENTAL TRAINS (the Company having received the highest award for same at recent Chicago World's Exhibition), and the diversity of MAGNIFICENT MOUNTAIN AND LAKE SCENERY through which the Railway passes.

THE DINING CARS and MOUNTAIN HOTELS of this route are owned and operated by the Company, and their appointments and Cuisine are unexcelled.

For further information, Maps, Guide Books, Rates of Passage, &c., apply to

D. E. BROWN, General Agent,
Pedder's Street.
Hongkong, 19th January, 1898 [3

OCCIDENTAL & ORIENTAL STEAMSHIP COMPANY.

TAKING CARGO AND PASSENGERS TO JAPAN, THE UNITED STATES, MEXICO, CENTRAL AND SOUTH AMERICA, AND EUROPE;
VIA
THE OVERLAND RAILWAYS,
AND
ATLANTIC AND OTHER CONNECTING STEAMERS.

VIA INLAND SEA OF JAPAN AND HONOLULU.

PROPOSED SAILINGS FROM HONGKONG.

Doric (via Shanghai, Nagasaki, Kobe, Inland Sea and Yokohama)	Thursday, 3rd Feb., at Noon.
Belgic (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama and Honolulu).....	Thursday, 22nd Feb., at Noon.
Coptic (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama and Honolulu).....	Saturday, 12th March, at Noon.

THE Company's Steamship

"GAELIC"

will be despatched for SAN FRANCISCO, *via* SHANGHAI, NAGASAKI, KOBE, INLAND SEA, YOKOHAMA and HONOLULU on SATURDAY, the 12th Jan., 1898, at Noon.

Steamers of this line pass through the INLAND SEA OF JAPAN, and call at Honolulu, and passengers are allowed to break their journey at any point *en route*.

Through Passage Tickets granted to England, France and Germany by all trans-Atlantic lines of Steamers, and to the principal cities of the United States or Canada. Rates, and particulars of the various Routes may be obtained upon application.

Special rates (First-class only) are granted to Missionaries, members of the Naval, Military, Diplomatic and Civil Services, to European Officials in service of China and Japan, and to Government officials and their families.

Passengers who have paid full fare, re-embarking at San Francisco for China or Japan (or *vice versa*) within one year, will be allowed a discount of 10 per cent. *This allowance does not apply to through fares for China and Japan to Europe.*

All PARCEL PACKAGES should be marked to address in full; and same will be received at the Company's Office until FIVE P.M. the day previous to sailing.

Consular Invoices to accompany Cargo destined to Points beyond San Francisco, in the United States, should be sent to the Company's Offices, addressed to the Collector of Customs, San Francisco.

For further information as to Freight or Passage, apply to the Agency of the Company, No. 7, Praya Central.

J. S. VAN BUREN, Agent.
Hongkong, 15th January 1898. [2

F. BLACKHEAD & CO.,
SHIP-CHANDLERS, SAILMAKERS, COAL AND PROVISION MERCHANTS, NAVAL CONTRACTORS AND GENERAL COMMISSION AGENTS,
PRAYA CENTRAL, HONGKONG,
SOAP MANUFACTURERS.

SOLE AGENTS FOR
HARTMANN'S RAHTJEN'S GENUINE COMPOSITION RED HAND BRAND.
HARTMANN'S GREY PAINT.
DAIMLER'S PATENT MOTOR LAUNCHES
&c., &c., &c.

Sole Agents for
FERGUSON'S SPECIAL CREAM
and
P. & O. SPECIAL LIQUER SCOTCH WHISKY, &c.

EVERY KIND OF
SHIP'S STORES AND REQUISITES
ALWAYS IN STOCK
AT
REASONABLE PRICES.
Hongkong, 14th May, 1897. [39

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

VIA INLAND SEA OF JAPAN AND HONOLULU.

PROPOSED SAILINGS FROM HONGKONG.

City of Peking (via Amoy, Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama and Honolulu).....	Wednesday, 26th Jan., at Noon.
China (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama and Honolulu).....	Saturday, 12th Feb., at Noon.
Peru (via Shanghai, Nagasaki, Kobe, Inland Sea and Yokohama	Thursday, 3rd March at Noon.

THE U. S. Mail Steamship

"CITY OF PEKING"

will be despatched for SAN FRANCISCO, *via* AMOY, SHANGHAI, NAGASAKI, KOBE, INLAND SEA, YOKOHAMA & HONOLULU on WEDNESDAY, the 26th January, at Noon, taking Passengers and Freight for Japan, the United States, and Europe.

Steamers of this line pass through the INLAND SEA OF JAPAN, and call at Honolulu, and passengers are allowed to break their journey at any point *en route*.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of Steamers, and to the principal cities of the United States or Canada. Rates may be obtained on application.

Passengers holding through ORDERS TO EUROPE have the choice of Overland Rail Routes from San Francisco, including the SOUTHERN PACIFIC, CENTRAL PACIFIC, UNION PACIFIC, DENVER and RIO GRANDE, and NORTHERN PACIFIC RAILWAYS; also the CANADIAN PACIFIC RAILWAY on payment of £4 in addition to the regular tariff rate.

Passengers holding Orders FOR OVERLAND CITIES in the United States have, between SAN FRANCISCO and CHICAGO, the option of the SOUTHERN PACIFIC, CENTRAL PACIFIC, UNION PACIFIC, DENVER and RIO GRANDE, and other direct connecting Railways, and from Chicago to destination the choice of direct lines.

Particulars of the various routes can be had on application.

Special rates (first class only) are granted to Missionaries, members of the Naval, Military, Diplomatic, and Civil Service, to European Officers in the service of China and Japan, and to Government officials and their families.

Through Bills of Lading issued for transportation to Yokohama and other Japan Ports, to San Francisco, to Atlantic and Inland Cities of the United States, *viâ* Overland Railways, to Havana, Trinidad, and Demerara, and to ports in Mexico, Central and South America, by the Company's and connecting Steamers.

Freight will be received on board until 4 P.M. the day previous to sailing. Parcel Packages will be received at the Office until 5 P.M. same day; all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Cargo destined to Points beyond San Francisco, in the United States, should be sent to the Company's Office in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 7, Praya Central.

J. S. VAN BUREN, Agent.
Hongkong, 6th January, 1898. [1

CHS. J. GAUPP & CO.,

CHRONOMETER, WATCH, and CLOCK MAKERS, JEWELLERS, SILVERSMITHS, and OPTICIANS.

CHARTS and BOOKS.

NAUTICAL INSTRUMENTS.

Sole Agents for Louis Audemars' Watches awarded the highest Prizes at every Exhibition; and for Voigtländer and Sohn's CELEBRATED OPERA GLASSES, MARINE GLASSES and SPYGLASSES.

Nos. 54 & 56, Queen's Road Central. [40

Printed and Published by CHESNEY DURHAM at No. 6, Pedder's Hill in the City of Victoria, Hongkong.

THE SYNAGOGUE CASE.

The following is the full report of Mr Francis' address to the Court, on behalf of the plaintiffs, the Jewish Community, in the Synagogue Case:—

Mr. Francis said:—May it please your Lordship: It seems to me that the best way in which I can deal with this case is by reviewing the whole facts and circumstances in the order in which they occur. And in stating the facts as they appear in evidence and in referring to the correspondence I will be able, more clearly than in any other way, to deduce the necessary arguments as to the legal effects and what is correct. To commence, therefore, at the beginning it seems perfectly clear that for a very long time, for many years past, the members of the Jewish Community—leading members in particular—have been anxious to move the Synagogue from its present place in Staunton Street and to transfer it to a more suitable site. Your Lordship will see from the evidence that the building in Staunton Street, and the property vested in the trustees on behalf of the Jewish Community, was not originally built or intended as a Synagogue. I think it was built as a Parsee Club and not for a Synagogue and it was only so taken for certain respects, and it was never intended by the architects as a place of worship. Your Lordship has also heard from the evidence that this movement was taken for the neighbourhood, once a very fashionable one, with the Union Church near, and now it is full of Chinese houses of not the very best class. Therefore, as a matter of better position it became apparent to the members of the Community that they could shift the Synagogue to a more suitable site and consequently they contemplated and thought it advisable to move to a more suitable place as was required for their use. Therefore, as we have heard, in 1890 and in 1891 the leading members of the Jewish Community, represented for practical and business purposes by Messrs. E. D. Sassoon & Co., were making application to the Government for a piece of land in Kennedy Road which it was agreed or which it was at least believed to be a very appropriate site for a Synagogue. Mr. J. S. Moses, who appears to be the managing partner at that time, made application, as we know, to the Government for a piece of land, which we have frequently described during the course of the case, which was between the tramway and the nullah in its natural course, and the Government were perfectly willing to put it up for purchase by the Jewish Community for a Synagogue and the land was surveyed in the ordinary course and also laid out, and the Government were perfectly willing to put it up for sale at 30 cents per square foot and the site was lots 1216 and 1217. We have it absolutely clear on the evidence that Mr. Belilios, undoubtedly a leading member and probably the wealthiest member of the Jewish Community in the place, himself had his attention particularly drawn to this site as most suitable for a Synagogue and he actually pressed on Mr. Moses and the other members the advisability of getting it. Not merely did they approve of it but Messrs. Danby, Leigh and Orange were called on in March or April, 1891, to prepare plans and estimates for the information of the leading members of the Jewish Community with the view of the erection of a Jewish Synagogue somewhere in that neighbourhood, and on 28th April, 1891, Messrs. Danby, Leigh and Orange reported on the sites 1216 and 1217, which I have just referred to and which lay to the westward of the Union Church, and 1226 and 1227, to the east of the Union Church. Of course we are bound to assume that Mr. Belilios and other members of the Community who called on Messrs. Danby, Leigh and Orange for this purpose, furnished them with full information as to what were their requirements for the Synagogue, what rooms, how many seats, etc., they wanted. Messrs. Danby, Leigh and Orange's report says "We strongly recommend you to purchase the two lots 1216 and 1217. One alone is almost too small for your requirements. You can, however, erect a Synagogue and sell the remaining portion for a villa site and you, being the vendor, can lay down conditions so that the building will not depreciate your new Synagogue." I ask your Lordship's immediate attention to these words because they are repeated afterwards in Mr. Lemm's report and because they are of importance in view of the rights of the parties. In Messrs. Danby, Leigh, and Orange's report although they recognise the fact that both lots were larger than necessary for the magnificent Synagogue, they recommended both lots and pointed out the undoubted advantage of them purchasing the whole of the lots, as they could sell the portion that they did not require and, far more important than for the money they could obtain for that lot, they would have it in their own power to regulate the conditions on the lot so sold, how it would be occupied and what kind of building was to be built. In that same report it was suggested that Mr. Danby should interview the Governor, direct, with the object of reducing the price on the lots. The report contained no recommendation or suggestion as to applying for a smaller piece of ground but it does recommend them to apply for the whole. On the 28th July Messrs. Danby, Leigh and Orange wrote further (exhibit 45), "In accordance with your instructions (it would appear that after the letter of 28th April and the recommendations of the land, they were called on to prepare plans) we send you herewith sketch plans. *The suggested site is two lots of ground in Kennedy Road and are the first lots from the bridge and are without exception the most suitable lots in this Colony.*" Again your Lordship will remember that at that time they did send in plans, which are before the Court, in which are indicated the lots to the west of Union Church, 1216 and 1217, as site A and the two east of Union Church as site B. In their report they say "We most strongly recommend that the Synagogue be erected on the site A. Although the upset price of this is 16 cents more than the other, however, it will cost much more by the levelling on site B, thus making the actual cost greater than site A, which is already nearly levelled by the Government and, should you decide to take this, the cost of levelling will be proportionately little compared with site B. The size of both lots is somewhat larger than required for your purpose. One lot only, as laid out by the Government would be much too small. However, we strongly recommend you to purchase the two lots forming site A. If the Synagogue is erected you can then sell the remaining portion and prevent annoyance to the worshippers at the Synagogue." Again Mr. Danby does not write to find a smaller one but he points out as probably of much more importance the immense advantage that they would have in being able to direct the terms in which any building could be put up on that land. Before parting with Messrs. Danby, Leigh and Orange's reports, I will, although it is a little out of the chronological order, refer to their supplementary report of January 11th, 1893, (ex 46). Your Lordship will remember that an interval elapsed between 1891 and 1893 in which nothing was done and in the beginning of 1893 the persons interested in the Synagogue referred back to the reports of Messrs. Danby, Leigh and Orange to see in some way if they could reduce the expenses. Messrs. Danby, Leigh and Orange then sent in a report pointing out that a suitable Synagogue could be erected for $10,000. This report showed Messrs. Danby, Leigh and Orange's view that although it would be necessary for them, because of the want of funds at the moment, to put up a smaller building than originally contemplated and which they originally advised, still their recommendation is that they should arrange the building so that there could be no difficulty in enlarging or embellishing the the place. In that last report there is no suggestion as to whether they should acquire any other portion or in any other position. Therefore, my Lord, I submit that so far as 1890 and 1891 are concerned, it is perfectly clear that Mr. Belilios, who was actually interested in the matter and urging Mr. Moses on the advisability of the ground, did not say that the whole of the area was not absolutely necessary for the purpose of the Synagogue and the trustees were strongly recommended to purchase the whole for their own protection. Now, my Lord, nothing was done till 1893 and I have already referred your Lordship to the first step taken in 1893. In 1893 Mr. Lemm was consulted, and in that year also a representative committee of the Jewish Community was appointed and of that committee Mr. Belilios was a member. We are told that there was a committee and a sub-committee and that Mr. Raeburn, who is now absent from the Colony, was acting as honorary secretary and all this correspondence, of Messrs. Danby, Leigh and Orange is addressed to Mr. Raeburn as also the correspondence and reports sent in by Mr. Lemm. Now in Mr. Lemm's report of September, 1893, he writes that "In accordance with instructions I beg to forward a plan of the new Synagogue in Hongkong. The site referred to is the two lots, 1216 and 1217." He does not say that the site for the Synagogue is a portion of the lot or the eastern half. He writes that the site selected is on the west of Kennedy Road and gives the area as 43,050 square feet. Mr. Lemm's report says further, "It is possible to build the new Synagogue on either of these two lots but to place the rabbi's residence on the same lot would necessitate cramming. I suggest that both lots be purchased and the north-east block could be sold and the proceeds would go far for the building and the forming of roads and enclosures." I call special attention to this as Mr. Belilios said that the north-east block was always intended for the Synagogue. We find that Mr. Belilios is not merely active in recommending the location in Kennedy Road, he is not merely a member of the Committee of the Jewish Community which was appointed for the matter, but we find him an active agent in applying to the Government to put up these two particular lots as a site for the Synagogue, with the full knowledge of Messrs. Danby, Leigh and Orange's reports and the recommendations they had made that both lots should be purchased although both were not required for the Synagogue, and with the full knowledge that it would be in the interest of the Community to purchase the whole even if they did not require it, for the sake of the advantage they could get. There is then the communication sent by the trustees or by the committee to Mr. Jacob Sassoon under date 23rd October, 1893, (ex. 27). It is stated in that letter that a general meeting of the Jewish Community had been called and that the signatories, including Mr. Belilios, had been appointed a general committee. Then we have a letter of 14th November, 1893, (ex. 47) from the Director of Public Works to Mr. Belilios and asking him if he was still prepared to purchase the ground for the Jewish Community. Mr. Belilios replied to that and asked that the sale should be delayed as it was necessary to communicate to Bombay. On 20th November, 1893, Mr. Chatham writes agreeing to postpone the sale. There is a letter of 20th November, 1893, from Mr. Jacob Sassoon in which he proposes to sell the present Synagogue and he promises to add the sum of $5,000; and then, to conclude the transactions of 1893, we have Mr. Belilios' letter to Mr. Cooper in which Mr. Belilios requests that the sale of the ground may be indefinitely postponed until they heard from him as there were certain financial difficulties in connection with the purchase. 1894 begins with ex. 29 in which, evidently as the result of the receipt of Mr. Jacob Sassoon's letter, there is a reference back by the committee to Mr. Lemm to see if he could not make some reduction in his estimates, and in his reduced estimate your Lordship will see that there is no suggestion of any change of site nor any suggestion that a smaller site should be looked for anywhere else. The only suggestions that are contained are suggestions for alterations in the building and the material with which the building should be constructed and he further reduced the estimate to $9,200. Now, my Lord, nothing is done apparently by anyone till 1895 and then Mr. Silas succeeds Mr. Raeburn as the person actively working in connection with the construction of a new Synagogue. When Mr. Silas came the committee did not meet but there was no evidence of entire dissolution. There was a renewed activity in 1895 with the arrival of Mr. Silas. He tells us he took up the matter rather warmly when he came here, and without occupying any official position he made enquiries to see if anything could be done. The first thing in 1895 was that Messrs. Leigh and Orange, who were apart from Mr. Danby, were consulted. Why that was so Mr. Silas sufficiently explained; they were acting as architects for Messrs. D. Sassoon, Son & Co., in which firm he was employed. In Messrs. Leigh and Orange's report of 19th October, 1895, the first words are "The site on which the Synagogue is proposed to be re-erected is the same as suggested in 1891 when the project of the new Synagogue was first mooted." Now, my Lord, what was the site suggested in 1891? The site, the word is repeatedly used in the reports, was two lots combined, Nos. 1216 and 1217, and the site was not limited in the correspondence to the actual piece of ground on which the Synagogue was to be erected. The site was with the recommendation that both lots should be purchased by the Jewish Community and if there was any surplus ground they could sell it to their advantage. Messrs. Leigh and Orange reported in 1895 that the site that they contemplated and on which they reported was the same as the one in 1891. Now, my Lord, what did Messrs. Leigh and Orange mean when they wrote that? They meant the whole of 1216 and 1217, between the tramway and the nullah. The area was 43,050 square feet. Messrs. Leigh and Orange wrote in their report "These are larger than absolutely required and we would recommend that a smaller lot be applied for; 30,000 square feet will be enough for the purpose." Whether the application was made or not it was not one that the Government could comply with. If they did, a small piece of ground out of that would have been sold at a reduced price or probably they could not sell it at all. If that were feasible how are we to suppose that Mr. Belilios, who was actively interesting himself, would not have made that application? Messrs. Leigh and Orange go on to say that they prepared a plan for a smaller and less extensive building although it would have the same seating accommodation, and they recommended any economy in the price of the site for the purpose. The economy in the price of the site could be provided in two ways, either by the Government putting up a smaller site which would cost less, and if the Government would not do that, then buy both lots and sell a portion which Messrs. Danby, Leigh and Orange and Mr. Lemm had suggested. Now, my Lord, on 28th April, 1896, Mr. Danby on behalf of Mr. Belilios, as he has told us his good client—and a very good client he has been to Mr. Danby—applies to Mr. Cooper to put up the piece of ground for sale and on the following day, 29th April, Mr. Belilios, by his clerk, writes to Mr. Silas telling him that the piece of ground which Mr. Danby applied for was the site for the Synagogue and that further delay was inadvisable. Now, my Lord, what was Mr. Belilios' position on that day? Mr. Belilios was a leading member of the Jewish Community and he had been active all though 1890, 1891, 1892, 1893, 1894, in taking steps to obtain for the Jewish Community a better site for the Synagogue. He was a member of the committee which had been appointed for the special purpose of securing suitable ground for the new Synagogue and erecting a Synagogue on it. He and the other members of the committee have been in communication with Mr. Jacob Sassoon who agreed to transfer the old Synagogue and funds and his contribution of $5,000 for a new Synagogue. The report of Messrs. Leigh and Orange was laid by Mr. Silas before Mr. Belilios and the other leading members of the Community. My first point is this, that apart from any alterations or communications that were subsequently written, on the day Mr. Belilios instructed Mr. Danby to send in that application, he was in fact and in law the agent or representative of the Community for that ground. Can your Lordship have any doubt that when he gave these instructions to Mr. Danby and that when Mr. Moses wrote that letter, that Mr. Belilios was then and there acting as the representative of the Jewish Community for the purpose of getting for them the site for the Synagogue? I submit that it is clear law if your Lordship finds that is a fact, quite apart from subsequent letters, you are bound to declare that Mr. Belilios declared himself a trustee or agent in applying for that land. Mr. Belilios was acting in no other capacity. He was still a member of the undissolved committee appointed in 1893. He had applied for that land for the Jewish Community and he applied now for the same identical site. On the day following Mr. Danby's application for the ground, Mr. Belilios, by his clerk, wrote to Mr. Silas that Mr. Danby had applied for the site of the proposed Synagogue and that further delay would be inadvisable. Now, my Lord, what did he mean by "site?" The meaning of the word "site" varies according to the context. The word "site" is in itself indefinite. But what, and what alone, could be intended by "the site of the Synagogue?"—The whole of 1216 and 1217. I submit that in these two letters alone, Mr. Belilios had instructed Mr. Danby as the agent and as the representative of the Jewish Community and his application is for both lots to be a site for the Synagogue. Why should Mr. Belilios say that futher delay would be inadvisable? Why did he write to Mr. Silas at all if he applied for the land for himself? If he was no their agent why did he communicate to Mr. Silas what he had done?—He was still anxious for that site to be used for the Synagogue. He was still under the impression that it was the best site in the colony. Whatever opposition there was of any members of the Jewish Community to the site, who was it that overpowered them?—Mr. Belilios. Whatever opposition there was he naturally had his own way and so much did he consider that he was entitled to have his own way that he at once instructed Mr. Danby to apply for it, and it was not for himself, because if it was he would not have communicated to Mr. Silas or any of the members of the Jewish Community. He writes that he did not think it advisable to delay any longer. It was not advisable in whose interest? If it was his own why should he write? Mr. Belilios wrote that letter knowing himself to be the agent or trustee of the Jewish Community. He voluntarily put himself in that position and applied for 1216 and 1217 for the Jewish Community as a site for the Synagogue. The same letter says "If the Community would like to take it from him within a reasonable time he will be glad to hand it over upon reimbursement of costs, etc., otherwise he will keep it himself." Now, my Lord, is that the letter of a man who was offering for sale? Is that the letter of a man who bought a piece of ground and offered to sell it to his friend or neighbour, at a price? If he had been purchasing or had purchased that ground for himself he would have said "If within a reasonable time you would like to take the eastern portion or a reasonable portion or a portion of the lot, you may have it at the price I paid for it." If he had the idea in his mind of buying that land for himself he would not have written that letter. I submit that quite apart from the conclusion I put to your Lordship, that there is a double obligation on Mr. Belilios, I submit that quite apart from this letter Mr. Belilios applied for and ultimately purchased that land as the agent and representative of the Jewish Community. He took upon himself to act so. He had not divested himself of the position which he had assumed as one of the trustees of the Jewish Community when he wrote the letter to Mr. Cooper. Judging by his acts and the circumstances of the case he istructed Mr. Danby to apply for and bought it for Jewish the Community. If he did not divest himself as one of the committee in 1893 your Lordship is bound to declare him a trustee. It is clear law, too clear, to require the quoting of cases. The next step is in May, 1896, when the Community appoint Messrs. D. R. Sassoon, Belilios and David as trustees or representatives of the Jewish Community. The above gentlemen signed a paper agreeing to become trustees as follows:—"At the request of our Community, we, the undersigned, are willing to become trustees and take hold of the whole of the property and available funds belonging to the Synagogue." The memorandum appointing them is:—"We, the undersigned, are agreeable that Messrs. D. R. Sassoon, M. D. Ezekiel, E. R. Belilios and A. J. David, should become trustees and take hold of the whole property and available funds, etc., belonging to the Synagogue." With what object it was not mentioned. If it was prepared by a solicitor it would have been in a different way and would have expressed what was really intended. They were appointed to take over the whole property, and for what purpose?—Purchasing a site and erecting a new Synagogue and for no other purpose whatever, and Mr. Belilios accepted that appointment in writing. We have had from the witness the explanation that Mr. Ezekiel was one of the trustees and representatives of the Jewish Community as the head in Hongkong of the firm of Messrs. E. D. Sassoon & Co., and he was a trustee *ex officio* which is clearly shown in the letter to Mr. Jacob Sassoon. In that letter (ex. 31) the signatories, Messrs. Sassoon, Belilios and David, said that at the request of the Community they had agreed to become trustees together with his representative in Hongkong. They said that the intention of the Community was to sell the old Synagogue and with the proceeds to build a new one and call it "Ohel Leah." They enclosed the report of Messrs. Danby, Leigh and Orange showing the estimate of the cost. They further asked of him an additional contribution in addition to the $5,000. If Mr. Belilios at that time had applied for the ground between the tramway and the nullah for himself and with the intention of selling a piece only to the Community I submit it was clearly his business to inform them. As I have told your Lordship he did not inform a soul as to his intention with the land and the only way in which he suggests that they could have known his intention is by his communications with the Land Investment Co., and he assumes, without a shadow of evidence for that assumption, that whatever was in that letter was communicated by Mr. Ezekiel to the other members of the Community. He wants us to assume that that letter from him to the Land Investment Company on a private matter must have come to the knowledge of the trustees and that Mr. Ezekiel was a leaky vessel and he must have communicated it. That was the only way in which Mr. Belilios could suggest that his intention could have been known by the other members of the committee."

The Court then adjourned till Friday, 31st instant, at 10.30 a.m.

FOURTEENTH DAY,—December 31st.

Mr. Francis continued his address when the Court resumed to-day. He said:—I think before the Court closed yesterday afternoon I had endeavoured to demonstrate from the documents in the case and from the evidence which has been put before the Court, of the circumstances at the time that Mr. Belilios instructed Mr. Danby to apply for the ground between the tramway and the nullah to be put up for public auction sale, that he was doing it as agent for and as representative of the Jewish Community and of the committee of which he was a member and to which he was appointed to build a new Synagogue, and in the construction of law alone that he was a trustee for them. I think the last letter I referred to was the letter of 27th May, 1896, to Mr. Jacob Sassoon. The next letter I find in the correspondence is the letter from Mr. Cooper, addressed to Mr. Danby, and dated 12th June, 1896, informing him that his Excellency the Governor had approved of the ground in question being put for sale and in that document the conditions on which the Government were prepared to sell the land were included. Now, my Lord, I ask your attention to this, that the Governor and Mr. Cooper understood Mr. Danby's application for the ground between the tramway and the nullah, known as the Synagogue site, in the same sense in which Mr. Danby himself and Mr. Belilios and all other parties understood it. Mr. Danby has tried to persuade us over and over again to believe that he was not applying for the site or sites for the proposed Synagogue; that he did not at all mean the old lots 1216 and 1217; that he was thinking of the whole lot from the tramway to the nullah and from Kennedy Road to Macdonnell Road. Of course he contradicted himself in many places but that was in the main what he insisted upon. Although Mr. Danby does not profess to having any communication with Mr. Cooper, the Government understood it as being the two old lots and that is precisely the ground which they put up for sale in answer to his request. This letter, combined with the notice in the *Gazette* which as been put in, is absolutely clear on that point. Now, my Lord, with reference to the special conditions. If it struck Mr. Danby or Mr. Belilios at the time of the receipt of this letter that there was anything in that special condition which prevented or would tend to prevent the erection of a Synagogue on that ground or on any portion of it, why did'nt Mr. Belilios communicate it to his co-trustees? If that was his opinion at the time why did he write the subsequent letters and why does he reiterate up to the present moment that he was willing to give a portion were it not for those conditions? Mr. Pollock for the defence has drawn attention to the fact that the special conditions provide for the erection of houses known only as the European class. Now, my Lord, there are only two class of buildings known in this Colony, that is, European and Chinese. A Synagogue is not a Chinese pagoda but is distinctly within the limit of buildings described as of the European class. I only call your Lordship's attention to this as an illustration of Mr. Belilios' mind at the time and as throwing doubt on his assertion now, and as your Lordship will remember he is putting great importance on it and inserted it in the answer to the pleadings as if it constituted an important defence. Mr. Belilios insists that that was his state of mind and which induced him to purchase it entirely for himself and he could not have intended it for the Jewish Community. If that was so why did he write the subsequent letters, if there was an obstacle which he could not overcome? Now, my Lord, again with reference to the piece of ground, we know that in the interval between 1893 and 1894 this ground was put in two lots 1216 and 1217, with the Albany Nullah which formerly followed its natural course, and had been, as Mr. Danby called it, drained and as unprofessional men call it straightened, and as the result, of this it left an additional piece of ground between the nullah and the tramway and in putting up the ground for sale the second time the Government added this extra piece which is about 3,000 square feet. They only other difference they, made was that they put it up as one lot, 1381, instead of as two. Mr. Belilios has told us why. It was so put up at his suggestion and at his request, and for what purpose? In order to prevent competition. And why may it be fairly inferred the Government's consenting that it should be put up in one lot? Because they knew from the correspondence that it was intended for the semi-public purpose of erecting a Synagogue. Was it just or fair or was it reasonable or proper treatment of the Jewish Community that Mr. Belilios should immediately take advantage of putting up the whole for them so as to avoid any other competition? Now, my Lord, the next letter in the series is the letter addressed by Mr. Danby to Mr. Cooper with reference to the upper lots. I ask your Lordship's attention to one phrase as to the boundaries: "The boundary should be as follows:—North—The south boundary of the ground applied for on 28th April." Now, my Lord, what did Mr. Danby mean when he wrote that? He meant a definite line, a line which he knew and which the Surveyor General knew, that is, the southern boundary of the old lots 1216 and 1217. This is perfectly clear and shows that his statements as to his meaning and intention is not correct as his letter condemns it. He did not ask for an indefinite line but the boundary of 1216 and 1217. Then again it is noteworthy that Mr. Danby in that letter contends very strongly that the particular lots should be put up at a smaller figure, especially "as in this case it is more than probable there will be keen competition for the site." What did he mean by "in this case?" The only other case in his letter is the application for the lower site, 1381, the former 1216 and 1217. And what does he mean that with reference to that ground there would be no competition? Because he knew that it was wanted for a Synagogue, and in this case he says there will be a keen competition as it was not wanted for a semi-public purpose. I submit there can be no other meaning put on that letter. On 1st July Mr. Cooper replies that the Government had approved of the upper lots being put up for sale by public auction and here for the first time we find 1381 specifically mentioned. The next letter in the direct series of correspondence is a memorandum from Belilios and Co., Hongkong, 3rd July, 1896, signed Elias (Mr. Moses) and addressed to Mr. Silas. (Counsel reading letter) "Mr. Belilios desires me to inform you that the site for the proposed Synagogue in Kennedy Road is advertised for sale on 13th instant at 4.30 p.m. in last Saturday's *Government Gazette*. He hopes that we can get a telegram from Mr. Jacob Sassoon before then, and that the trustees, the three of them, will be present at the sale in order that there will not be any competition as several people have their eyes on the lot." In the first place with reference to the word "site" for the proposed Synagogue. I submit that word is there used and must have been used in the same sense in which it appeared in all the previous correspondence and all the previous architects' reports. It is clear that in many matters the trustees were depending mainly upon the architects as to which was the most suitable location, what was the most advisable method of cutting it and what was to be built on it. At that time when that letter was written Mr. Belilios was a member of the committee specially appointed for the selling of the old Synagogue and securing a new one. "Site of the Synagogue," when that letter was written must have meant and could only mean 1216 and 1217. If Mr. Belilios had been, as he said, from May, from the previous month of May, under the impression that the principal members of the Jewish Community were opposed entirely to the use of this site for a Synagogue and if he was distinctly and deliberately contemplating the use of the three sites together for himself, as he and Mr. Danby tells us, for three villas capable of being converted into one; how comes he to to write that letter at all? How comes it that Mr. Belilios thought it necessary, if he thought that the conditions of the sale prevented the building of a Synagogue, to write that letter? Mr. Belilios, a wealthy member of the Community, saying that there was a want of funds is absurd. If he wants us to believe that the principal members of the Community were opposed to the site and had given up the idea of purchasing it, why does he send the note to Mr. Silas? In that letter he hopes "that the trustees, the three of them, will be present at the sale in order that there would not be any outside competition." Now what was "outside" and what was "inside" competition? "Inside" was inside the members of the Jewish Community and "outside" was anybody else who might bid and could interfere with the Jewish Community getting the ground at a little over upset price. What an absurdity for Mr. Belilios to write that letter if he thought at that time that the Jewish Community would not take over the ground and if he had planned that the ground should be used for villas, or for a handsome building for himself? If he had any such idea in his mind he was betraying the confidence of the trustees in inviting them to attend the sale in order to prevent outside competition and to enable him to get the property at a cheaper rate than he would otherwise have got it. If that is the case he so acted in order to lead the public who attended the sale to believe that the purchase was made for the purpose of building the Synagogue and to let them see that Mr. Ezekiel, Mr. David, Mr. Sassoon and Mr. Belilios himself were on the ground and that the lot was wanted for the purpose of a Synagogue. I refuse to believe Mr. Belilios' statements made in the witness-box that he bought the ground for himself. It would be a dishonour and discredit to himself if it turned out to be true. In inviting the trustees to be present in order to prevent outside competition Mr. Belilios was doing a discreditable action if he was not at that time deliberately intending to purchase that ground for the Jewish Community, if he was not there as the representative of the Jewish Community. I refuse to take his own word as to the injury of his character and his reputation. Mr. Belilios has made a mistake. The next letter is Mr. Danby's letter to Mr. Cooper of 10th July accepting the conditions of the sale of the upper lots. And then the next incident in the series of transactions is the actual presence of Mr. Belilios and Mr. Danby at the sale and Mr. Belilios' purchase of the ground, in his own name, of course. He paid the usual deposit and I have no doubt he has paid for the boundary stones and other incidental expenses. Now, my Lord, we know as a matter of fact that the other members of the committee did not attend at the sale and although we have no direct evidence on the point we can infer why they did not attend. First, Mr. Belilios admitted that he was their agent and it was known that the site was wanted for a Synagogue. Secondly, on the receipt of that letter Mr. Silas made enquiries if it was so known and found that no people were going to compete for the ground. Now, my Lord, I think it is a fair inference, a just inference, the only proper inference, that the trustees did not attend because they knew that there would be no competition. Mr. Belilios said that he did not buy it for the Jewish Community or as a representative of the Jewish Community. Then, this is not the letter which I have just read, that he should have written if he was knowingly and deliberately going and purchasing that land for himself and not for the Jewish Community. Considering all that has passed, that he was a member of the committee specially appointed for the purpose of securing that site, was it not his duty, if he has changed his mind or the other members changed their minds to have written "I am going to buy this ground for myself." I understand that you do not want it but if you want it for the Jewish Community come and bid for it yourselves." If he had said so the trustees would have instruct ed Mr. Leigh or Mr. Orange to go and bid for them. It is all very well for my friend to contend that they were all opposed to the site at that time. The trustees were induced to believe that he was going to bid for that land for them and there was no necessity for them to attend. I submit that Mr. Belilios has stopped, and stopped for ever, say that the truth he did attend that sale for the Jewish Community. By his conduct, by his letter, by his position on the committee, Mr. Belilios put the trustees off their guard and prevented them from taking any means for securing the land for the Community. Again I submit that Mr. Belilios' conduct in connection with the immediate purchase and sale of the land and that letter are alone sufficient to satisfy the Court as to the fact of that simple transaction and sufficient to entitle the Court to declare Mr. Belilios a construct trustee of the land for the Jewish Community. Now, my Lord, the mass of evidence on the other side and the weight of the case on the other side centres on that particular day, the day of the purchase. My friend has challenged in the broadest possible fashion the allegation contained in paragraph 5 of the petition, that Mr. Belilios purchased that ground as the trustee of the Jewish Community. There is no particular significance about the word "trustee." If he purchased it as the agent, as the representative, of the Jewish Community, and for them in that capacity, if he so conducted himself at the time so as to induce them to think that he was so acting and prevented them from taking any steps to buy that land, he was in law their agent, their representative, their trustee, In respect to that land. Mr. Belilios and Mr. Danby have tried to set up by their evidence that Mr. Belilios had no intention at the time of purchasing the ground for the Jewish Community and that he intended to purchase it wholly and solely for himself although his state of mind was such that he was willing and would at any time have been willing to give a portion for the purpose of building a Synagogue and so far as his mental condition was concerned he never intended to purchase it for the Jewish Community but for himself, and that he was not there as the representative of the Jewish Community. The facts show clearly that he was there as the representative of the Jewish Community and that is also shown in his own letters. I submit, in the first place, with reference to Mr. Belilios' and Mr. Danby's evidence that so far as Mr. Belilios' statements in the witness-box as to his state of mind and his intention at the time, that evidence must be wholly and entirely disregarded. His intention at that time must not be judged by what he says in the witness-box now, after the dispute has arisen. That evidence is excluded in every court, whether of equity or of common law. His intention should be inferred from his acts from the circumstances in which he stood—from his instructions to Mr. Danby?—Yes. From his dealings with Mr. Danby?—Yes. From his correspondence with the Land Investment Co, or Mr. Bell-Irving?—Yes. From his own correspondence with the trustees and others?—Yes. From his statements to Mr. Silas at the time?—Possibly yes. Now, my Lord, on considering what was Mr. Belilios' position on the day of the sale, we have first that he was the person from the beginning to the end who was most active in suggesting the erection a new Synagogue. He was the person most active and efficient in suggesting and getting that site. He was a member of the committee specially appointed for getting that site. The same idea was prevalent among the Jewish Community in 1895 as in 1890, 1891, 1892 and 1893. They wanted a new Synagogue and they wanted it on that particular ground. It is a perfect matter of indifference if some members of the Community were opposed to the site because they were overruled. We see Mr. Belilios in April, 1896, when that ground was going to be put for the sale, stepping forward and without instructions from the committee, and without consulting anyone, making an application for the same ground as was wanted for the Synagogue to be put up for sale. He writes to Mr. Silas, the active agent of the Community, what he had done and the application of Mr. Danby was for a "site for the Synagogue." Mr. Belilios was still an active member of the committee specially appointed for securing that ground, on the day on which he attended the sale. His position in relation to the Jewish Community and the circumstances on which they stood are the most important circumstances to be considered because the question is between himself and the Jewish Community and the circumstances that have to be taken into consideration are the circumstances that were common or of common knowledge to himself and the Jewish Community and not circumstances that were peculiar to himself and not known to any members of the Jewish Community. Now, my Lord, I am perfectly willing that Mr. Belilios' evidence and Mr. Danby's evidence should be judged and determined by what they said and wrote, and very fortunately in the interest of justice a difference, a small quarrel, broke out in the month of July, 1896, between Mr. Belilios and the Land Investment Co. and Mr. Danby, a sort of triangular duel, and a lengthy correspondence involving the question of the upper lots took place between the parties. Now, my Lord, I submit that the statements made in that correspondence, by Mr. Belilios and Mr. Danby's letters written by them in July, 1896, before the purchase of the ground was a fortnight old, most emphatically contradict the statements—the principal statements—that they have made in the witness-box. I do not say, my Lord, that broadly, in a broad sense, the discussions, conversations and transactions which Mr. Belilios and Mr. Danby deposed to have never occurred between them as to the three lots or did not occur at all. I cannot do them an injustice. As far as I say is that they have ante-dated it and the discussions and conversations occurred after the purchase of the lot, 1381, and did not occurr before. Now, my Lord, Mr. Belilios says in his evidence "About the second week in April Danby told me that the Government were selling land in Kennedy Road cheaper than before and advised me to apply for the land to the west of the Union Church 1216 and 1217." I have no doubt that that statement is correct so far as that question is concerned, but it is a peculiar fact that Mr. Belilios says here that Mr. Danby advised him to apply for sites to the west of the Union Church and Mr. Danby told us in the witness-box over and over again that he was not thinking of 1216 and 1217 at the time he sent in that application but only mentioned "the site for the Synagogue" to locate it and that he left indefinite the southern boundary. The ground, as Mr. Belilios said, was distinctly with reference to 1216 and 1217 and, as I said before, the Government so understood it. I submit that Mr. Belilios has ante-dated his evidence because it is clear in the correspondence that it was not till much later that lot 1381 was known to Mr. Belilios or Mr. Danby in that designation and when Mr. Danby applied for the upper lot on 18th June he did not know the lower number. In July when Mr. Cooper replied to the application for the upper lots to be put up for sale, is the first time that we find 1381 mentioned and your Lordship will remember too that it was not till June that the Government intended to put them up under a new designation and with an additional area. Mr. Belilios goes on to say "I also instructed him to apply for the upper lots and said I would require the whole block of land between Kennedy Road and Macdonnel Road and between the tramway and the nullah. I intended to build two villas on the three lots convertable into one residence. I did not consider 1381 as a separate lot but in conjunction with the upper lot." There is Mr. Belilios' assertion that about the second week in April he instructed Mr. Danby to apply for the upper lots and told him that he would require the three lots together. Your Lordship will see when I come to the correspondence with Mr. Bell-Irving that his statements made in July of the same year are in flat contradiction to this statement. As I said before such conversation passed between them but Mr. Belilios has ante-dated it. Mr. Belilios goes on "I applied for the lots because I knew that only a portion would be used as a Synagogue." I mean by "site" 30,000 square feet at the east end of the combined lots." Now, my Lord, how could Mr. Belilios have come by that knowledge? There is nothing whatever in the papers or correspondence put in that that was meant by "the site for the Synagogue" at that date. All the architects concerned, the three of them, had successively recommended the purchase of the whole of the ground and called it *the* site. Although in a sense this statement of Mr. Belilios has an amount of truth in it, that the actual ground on which the Synagogue would be built would not exceed 30,000 square feet, he knew and must have had it in his mind that the idea was to purchase the whole lot, which would be a distinct protection for the Synagogue and would also aid the funds. Again Mr. Belilios, speaking of the interview with Mr. Silas on 17th March, said "I was under the impression that he said four thousand dollars worth of land but he afterwards said four to five thousand dollars." Mr. Silas denied that he had said anything to that effect to him. There is nothing in the correspondence to justify such a statement and of course a letter to which I have to refer later shows that it is impossible that anything of that sort could have occurred at that interview. Now, my Lord, you will note what Mr. Belilios said in his evidence about the special condition of sale. "When I saw the special condition I thought it was inconsistent with the erection of the Synagogue. I did not apply to the

Government for a waiver nor did I receive one. I did not refer to the Government as to the amount to be expended. I did not call Silas' or any one else's attention to this condition." Again he says "I told Danby to apply for the lower lot and discussed the question of the upper lots at the same time. I instructed him to apply for the upper lots a few days afterwards." Now, my Lord, the letters written, a few days after the purchase of the lots, to Mr. Bell Irving flatly contradict that statement and show that they were entirely mistaken when they gave evidence in the witness-box. He says "I instructed him a few days afterwards." If that was so what a neglect of duty on the part of Mr. Danby if he was instructed in April and never writes to the Government nor approaches the matter until 18th June? Hes ays he forgot it. No, he did not forget it buthe did not get instructions, which were really given much later. Mr. Belilios also says that Mr. Danby had surveyed the ground but we know from Mr. Danby that he never made a sketch plan nor surveyed it till September. Asked with reference to his letter of 3rd July to the trustees, Mr. Belilios says "My object in writing that letter was to know whether I was to buy it for myself or for the Community." If that was his object why on earth didn't he ask it in half a dozen words. Why didn't he say "Please let me know if you do not want the ground. If you have made up your mind not to buy it I might buy it myself." He does not say so but he asks that all the trustees should be present to prevent competition. He also says "The trustees were to go and I would be able to buy the ground at the upset price; the fact of them being present would deter others from bidding." I ask your Lordship's attention to this: "Danby recommended me to have the upper lots put up but he did not recommend me to purchase any of the three lots. It was my own suggestion." He makes a very considerable distinction between Danby's recommendation to apply for the lot and his own suggestion to purchase it. "Now, my Lord, we come to these letters which I submit are probably the most important circumstances of the case from which your Lordship will be able to understand the facts incident to the purchase and on which the whole case for the defence rests. If Mr. Belilios did buy the ground as a representative of the Jewish Community, he was a trustee and nothing else. On 15th June the Land Investment Co. purchased some land somewhere to the eastward of the Union Church and on the following day Mr. Hooper and Mr. Northcote, one the secretary and the other the accountant of the Land Investment Co., had gone up to Macdonnell Road and were looking at that land and other lands and while there they met Mr. Chater and Mr. Danby who were up there for the same purpose. A conversation then took place between the parties and there is only one incident to which any amount of weight attaches or can be attached. The only material point in connection with the whole transaction is—Did or did not Mr. Danby ask Mr. Chater to allow him to apply to the Government on behalf of the Land Investment Co. for the upper lots? Whatever was said on that point was said while these four gentlemen were standing together on that road. Whatever occurred between Mr. Chater and Mr. Danby before they had met has nothing to do with the case at all. What was said after they had parted also has nothing to do with the case. Again it is wholly irrelevant whether there was any ill-feeling or whether Mr. Chater and Mr. Danby went away on friendly terms. The incident was not significant at the time it occurred. It only became significant when later in July the Land Investment Co. had been anticipated the upper lots by Mr. Belilios for which they said they had to thank Mr. Danby for his ill-office. Mr. Danby, like myself, is hot-tempered, and says things at the moment and therefore Mr. Chater took no notice of it and went on in friendly terms. It only became important afterwards when they had reason to believe that, in consequence of them not giving Mr. Danby the job, he advised Mr. Belilios to send in an application and anticipated them. The result was that the directors became serious and started an investigation as to whether Mr. Danby had ill-treated them." Mr. Bell Irving, the Chairman of the Company, wrote the following letter to Mr. Belilios on the 25th July:—"Regarding the piece of land to be put up to auction by the Government on the 11th August about which you spoke to me yesterday, I have seen Mr. Hooper on the subject, and I now enclose for your perusal his statement of facts together with extracts from Messrs. Palmer and Turner's diary. From these it would appear that so far as the Land Investment Co. is concerned they are the aggrieved party. As I understand you have seen several of the Directors of the Land Investment Company on the subject, and the question will come up for discussion at their next meeting, I would ask you kindly to give me in writing particulars on the following points: (1.) The date on which Mr. Danby recommended you to apply for the land. (2.) When Mr. Danby recommended you to apply for the land, did he inform you that Mr. Chater had on the morning of the 16th June decided to apply for the site to the Government. Your answer to these points will assist the Directors of the Land Co. in deciding how to act. I hope the question may be settled amicably." On 31st July Mr. Belilios wrote to Mr. Bell-Irving in reply and the first statement I find in his letter is in flat contradiction of his evidence. He says "Mr. Danby never recommended me to apply for the land" and "About the end of April I applied to the Government to put up for sale the ground in question. At the same time I told Mr. Danby that some day in future I would instruct him to buy for me the site overlooking it. Then the object was to get the Jewish Community to build a Synagogue there. I instructed Mr. Danby to apply for the higher land in question about the beginning of June. For several years past whenever I happened to be walking on Kennedy Road it struck me that whoever bought the mutilated site must of necessity buy the land above it, so that the upper and lower sites may be thrown into one and two or three terraces prepared for the purpose of building villas thereon." If that had been for several years Mr. Belilios' opinion is it not strange that he never communicated it to his co-trustees and pointed to them that they could not usefully purchase the lower site without purchasing the upper lots? Why is this so? Because he never contemplated putting villas on the lower lots and he thought that it was only to be purchased for a Synagogue, and Mr. Danby stated in his report that it was already levelled and was the most suitable site in the Colony for the purpose. Mr. Belilios says in his letter "I told Danby that some day in future I would instruct him to apply for the ground overlooking it." What a flat contradiction to the evidence before us. Now, his statement at the time and in his letter is that he told Mr. Danby that some day in future he would instruct him to apply for the land. Your Lordship will see what he says here is distinguished from what he said in the witness-box. His statement in the witness-box is that from beginning to end he was contemplating the site for himself and had no idea of giving a portion for the Synagogue and said that that was his view when he instructed Mr. Danby to apply for the lot and he always looked at these three pieces of ground as one and to be dealt with as one. He says in his letter that in the [illegible]

beginning of June he first asked Mr. Danby to apply for the upper sites and in his evidence he said that he instructed Mr. Danby to apply for the upper site a few days after the lower site. I ask special attention to Mr. Danby's memorandum which absoltely negatives at that time that Mr. Belilios or Mr. Danby ever contemplated an approach or roadway through 1381. The Government contemplated at the time to carry two roads from Kennedy Road to Macdonnell Road on either side of the lot, and your Lordship will remember that every witness for the plaintiffs says that he never heard of any roadway or approach wanted till 15th March, 1897. Mr. Danby in his letter to Mr. Belilios forwarding his memoranda respecting the two sites in Kennedy Road, dated 31st July, 1896, says "On 27th April last I received instructions from yourself to apply for the piece of ground in Kennedy Road between the tramway and the nullah and known as the Synagogue site. You informed me that your idea in acquiring this ground was to offer it to the Jewish Community as a site for the new Synagogue, whether it would be acceptable to them or otherwise. You could not tell at the time as the matter had to be referred to Bombay; should the Jewish Community, however, decide eventually not to adopt it as a site for their Synagogue you would retain it yourself in which case you might possibly purchase the site above it and erect European houses on both lots." Speaking about the interview in Macdonnell Road Mr. Danby says "I told Mr. Chater that I had a conversation with Mr. Prosser on 15th June when he said he thought the Land Company would apply for it (the upper site), and on asking Mr. Chater if *I was to do so for them* he said they would do it through Messrs. Palmer and Turner. I told Mr. Chater that although Mr. Belilios had not at that time actually applied for this piece of ground, I should have to see him on the matter, which you will remember I did on the following morning and received your instructions to apply for this piece of ground. A few days before the 6th, when seeing you, you gave me your idea as to the kind of houses you thought of erecting on this site should you acquire it." There is not a word as to the corner of the lot or a limited portion or any portion to be given to the Jewish community. "Should the Jewish Community, however, decide not to adopt it as a site for the Synagogue." Here is a statement that he bought that site for the Jewish Community. Mr. Belilios' attitude at that time is in flat contradiction of what he and Mr. Danby said in the witness-box. The letter says that although he had the idea of the possible utilisation of the three sites for villas or a house, when this letter was written in July, any decision even as to the purchase of the upper lot was postponed until the Jewish Community had made up their mind whether they would or would not have the site for themselves. That statement in Mr. Danby's memorandum flatly contradicts what was said in the witness-box. It shows what I said that the whold project of it, although the idea may have been mooted, was postponed and there was no purchase, no idea, of doing anything at the time but to dedicate to the Jewish Community and if they did not take it the two upper lots would be acquired. Mr. Belilios only purchased the upper lots because he thought that if he did not apply for it the Land Investment Co. would apply for and get it. Mr. Danby says in his memorandum, "After the sale lot 1379 I had a conversation with Mr. Prosser about the Synagogue site (Inland Lot 1381)." Here is the strongest evidence as to the Synagogue site, he puts in brackets 1381. Mr. Danby also says "Mr. Prosser told me how it was proposed to lay out the ground between the Kennedy Road and the Macdonnell Road, leaving strips of Government ground for approach roads, parallel to the tramway on the east and the nullah on the west." What absolute nonsense it was for Mr. Danby and Mr. Belilios to say at that time they were contemplating and it was absolutely necessary for them to have an approach or roadway through 1381. There is Mr. Hooper's evidence absolutely confirmed in Mr. Danby's own note. The only bit of importance in Mr. Hooper's and Mr. Northcote's evidence is this—Did Mr. Danby on that day ask if he should apply for that ground on behalf of the Land Investment Co.? Mr. Danby himself in his letter says "On asking Mr. Chater if I was to apply for the ground for the Land Investment Co., he said they would do it through Messrs. Palmer and Turner." What I want to call your Lordship's attention is this—that it is impossible that Mr. Danby, an honest and professional man, could have at that time asked Mr. Chater to allow him to apply to the Government for that land if he had, as Mr. Belilios stated, been distinctly instructed to apply for that land on Mr. Belilios' account. Mr. Belilios and Mr. Danby were emphatic that a few days after Mr. Danby had been instructed to apply for the lower lot, he had distinct instructions to apply for the upper lots. Now, Mr. Danby did not recellet when he was instructed and antedated it. Here we have in writing what happened and Mr. Danby did ask Mr. Chater for him to apply for that ground. Is that what Mr. Danby should have said to Mr. Chater if he had actually been instructed before specially to apply for the upper lots or if he had known that Mr. Belilios purchased 1381 entirely on his own account. Mr. Belilios might have intended to build a handsome house on the ground for himself but when? The first idea of any such thing is mentioned in this letter when its consideration was postponed till the Jewish Community had made up their mind whether they would or would not take 1381. The question is what was Mr. Belilios' intention at the time he bought it? He says it was not his intention to buy it for the Jewish Community. There is the clear and clean statement from Mr. Danby that prior to 16th June Mr. Belilios had postponed the consideration as to whether he should or should not apply for the upper site until after the Jewish Community had made up their mind as to how they should deal with 1381. On the 16th there is this interview between Mr. Chater and Mr. Danby in which Mr. Chater stated his views of applying for the ground for the Land Investment Co. and Mr. Danby asks to be allowed to apply for the ground which was refused by Mr. Chater and the next morning he went to Mr. Belilios. It is impossible, as I said before, that he could have received any instructions from Mr. Belilios at an earlier date. I submit that when Mr. Danby wrote in his memoradum of 31st July, is the first day and first time on which the question of erecting villas on that site was ever contemplated by Mr. Belilios. Mr. Danby's statement is incident to 16th June when the purchase of the upper site was postponed until the Jewish Community had arrived at a decision. If that was so it is absurd to believe that Mr. Belilios and Mr. Danby would consider what to do with it. It is perfectly clear that they made that discussion with the probability in their mind that the Jewish Community would not have the site but he should also consider that that site would not come to him ultimately. I submit on this correspondence up to 31st July, 1896, there are no discussions or ideas or orders to purchase the upper lots until 16th June and no plans contemplated or arranged between the parties with reference to the upper lots at the time when the application for them was in the remote future. This memorandum of Mr. Danby and the letter of Mr. Belilios confirms it in all its details and it shows that Mr. Belilios and Mr. Danby were entirely mistaken when they said that plans and surveys were made prior to the sale of 1381. Up to 16th June there was no pressing intention on Mr. Belilios' part to apply for the upper lots. It is probable that he had them in his mind but his expressed instructions to Mr. Danby were "I cannot apply for them and I will not apply for them until the Jewish Community have made up their mind as to whether they will or will not take 1381." I need only refer to the third letter which is from Mr. Bell Irving to Mr. Belilios, dated 3rd August. It shows as the result of the investigation by the directors of the Land Investment Co. that "Mr. Danby on 16th ultimo offered his services to apply on behalf of the Land Investment Co. for the Land in question, which, I may remark, he could hardly have done had he been in receipt of instructions from yourself to make application on your behalf." This is exactly the same conclusion which I now ask your Lordship to draw. I submit that up to the end of July, after the actual purchase by Mr. Belilios in July of inland lot 1381, there is not a trace in the correspondence or in the evidence of anything whatever in the nature of an agreement or contract, either of sale or of any other description whatever, between Mr. Belilios and his co-trustees or the Jewish Community. They were, if I may say so, inert in all respects. They left Mr. Belilios to be the sole active agent in connection with this lot, 1381, and knowing and believing that he was going to represent them at that sale and purchasing it for them, they refrained from bidding for that lot or instructing anybody to bid. If I am correct in my view, there is no possible relation, either in law or in equity, up to 31st July excepting that of agent, representative, trustee. There is absolutely no question or suggestion of a contract. There is nothing whatever that would afford the faintest foundation for an application to the Court to enforce a contract by the remedy of specific performance, in respect of which damages can be claimed. What is a trust? It is defined by Lewin. "It is a confidence—not necessarily a confidence expressly reposed by one party in another, for it may be raised by implication—it is a confidence as distinguished from *jus in re* or *jus ad rem*, for it is neither a legal property nor a legal right to property." Whatever rights the Jewish Community had against Mr. Belilios in connection with lot 1381 on 31st July, was it not a *jus-in re*, because they were not the purchasers of the ground. In point of law Mr. Belilios was purchaser of the ground. There was no contract of any description between Mr. Belilios and Jewish Community with reference to the land which they could enforce by any action. He had simply told them that he was going to buy the land as a site for the Synagogue. It was emphatically a confidence reposed by the Jewish Community in Mr. Belilios, and reposing that confidence in him they permitted him, unopposed, to purchase that land, believing that he was purchasing it for them and reposing the utmost confidence and trust in him. It is clearly and emphatically a trust and nothing but a trust. It complies with everything in the definition—a confidence reposed by any person in another. I submit, my Lord, that on 31st July, after the purchase of that ground, Mr. Belilios was a trustee in the construction of law, for the Jewish Community in respect to that land and it is abundantly clear in his own letters, first, that he bought the ground for the Jewish Community, and secondly, at that time he had not the faintest intention of using it for his own purpose until the Jewish Community had refused to to take it over. Mr. Belilios found that the trustees were opposed to him with reference to the tablet and he resigned his trusteeship some time in January, 1897, and ceased to be one of the body directly interested in the building of the new Synagogue. Nothing occurs until 8th March, 1897, and on that day Mr. Belilios wrote to Messrs. Sassoon, Ezekiel and David. Your Lordship will remember that Mr. Ezekiel was an *ex officio* member of the trustees, as the then head of Messrs. E. D. Sassoon & Co., and that Mr. Sassoon and Mr. David were the only other elected members of the committee. Mr. Belilios wrote—"With reference to the site in Kennedy Road *which I am now holding on behalf of the Community* for the purpose of erecting the purposed Synagogue, I beg to inform you that eight months have elapsed out of the year for which I agreed to hold it at your disposal. I have myself barely ten months wherein to complete the buildings I may like to put up there should you decide to give up this land, and as I understand that the majority of you are of this view and are shortly to leave the Colony, I shall feel obliged by your favouring me with your opinion within the next week, whether you would like the site finally retained for the Synagogue or not." In the words "I am holding," etc., I submit there is an expressed declaration of trust on the part of Mr. Belilios. It is only shortened for the words "I declare myself a trustee." In what again does a trust consist of from what I might call the legal part apart from the equitable? It is a right to call for a legal estate but not for his own benefit. He has it and he holds it for somebody else. Here he says "With reference to the site in Kennedy Road *which I am holding* on behalf of the Jewish Community." He could not get a more technical phrase. And when did his "holding" commence? His "holding" commenced on the day that that property was knocked down at the auction. There was no evidence that there was any change in the relation between him and the Jewish Community. There isan explicit declaration by Mr. Belilios in his own hand that he was holding the site from the date of the sale on behalf of the Jewish Community. It is inconceivable that Mr. Belilios would sign that letter containing these words if the idea in his mind was what he contends it was, that that property was his own and held by him with the promise that he would give just so much out of it as he thought fit or sufficient for the Synagogue and a rabbi's residence. I disregard altogether the question of time. Mr. Belilios does not say that there was any inaccuracy whatever is in his letter except reference to a year. I say it is a folly for Mr. Belilios to say that the mention of a year could have crept up by mistake. If there was any inaccuracy on the part of the clerk who wrote why was he not called to depose to it? I submit that this letter of 8th March which was subsequent to the actual purchase of the land by Mr. Belilios, which occurred eight months before is an express declaration by him of the purpose for which he bought the land and the intention with which he purchased it. Mr. Belilios was a construct trustee on the day he purchased that land. He was the agent, the representative of the Jewish Community and he would be guilty of a fraud on the Jewish Community and abusing their confidence if he did not purchase that land on 13th July for them. How can it be possible that Mr. Belilios wrote that letter if he purchased it for himself? There is the express word from him that he was holding that ground on behalf of the Jewish Community. Is it conceivable that any man would have written that letter if his idea was to give a portion to Jewish Community? Is that the letter of a man who contemplates selling. Whatever occurred after 8th March with the view to the investigation of rights of the parties has nothing to do with this case. What was done after this was done by Mr. Belilios to squeeze as much as he could out of the Jewish Community when the representatives of the Jewish Community tried to do all they could to meet his desires in the interest of peace. We have the express of evidence Mr. Silas, Mr. Raymond and Mr. David that they never heard any suggestion as to the possibility of dividing 1381 between themselves and Mr. Belilios. Their evidence is absolutely clear and their evidence is unchallengable. But Mr. Belilios and Mr. Danby have endeavoured to make us believe that from beginning to end they were deliberately contemplating building on the three lots as one. Now we have a most extraordinary letter from Mr. Belilios. He emphatically said that he bought the ground for himself and in face of this he writes this letter of 12th March to his co-trustees. He gave his reason for not giving them the whole of the ground because since he purchased it the circumstances have changed. He says "My arrangements to utilise them in conjunction with the land below are too far advanced to permit of my making such a concession as the one proposed." If they had so behaved that he had been so mislead or deceived by their conduct or statements into investing his money or into selling his securities or having expenses then it would not have been a denial of the trust but it would be an estopal. He collapsed beyond contemplating the method in which he might be able to lay out the land, beyond building a few castles in Spain on the land, beyond his disappointment in the hopes of profit on utilising the property. He did not spent a cent or do anything which could not have been put away without a little disappointment of his hopes. What had Mr. Belilios to do with the changing of opinions of the trustees, which they could do any time within the twelve months? On the same day the trustees replied to Mr. Belilios expressing their surprise at his not being able to give over the whole of the ground. Now, my Lord, what iota of evidence is there that Mr. Belilios had ever spoken or hinted that a piece of the ground only would be given to them? There is not a single iota of evidence which would give a shadow of doubt as to the thorough *bona fide* of the words in the trustees' reply. Mr. Belilios in reply does not say that they are wrong but refers them to his previous letters. But what do the previous letters say? That in consequence of what had occurred since he bought it he could not give it over. If Mr. Belilios' and Mr. Danby's statements in the witness-box are true the opinions expressed in that letter of the trustees must have been a more complete surprise to Mr. Belilios than his view occasioned to the trustees. If Mr. Belilios' statement was correct he must have been horrified to find that his acts and his letters were mistakably represented to the trustees. But this was not so. It is abundantly clear on the evidence that Mr. Silas, Mr. David and Mr. Raymond went to Mr. Belilios' office knowing that they did not absolutely require the whole of 1381 and willing to meet his wishes if they possibly could. I contend that Mr. Belilios' legal position had been clearly and absolutely established before that date and everything that occurred after that was when a difference had arisen, and what occurred was with the view of settling the question amicably between the parties who were at arms' length of each other. They went to see what he wanted and were willing to meet him. It is a matter of indifference whether at that interview he asked for a roadway or 10,000 feet or an indefinite amount for an approach. Mr. Belilios replied "Meet me at my architect's and we shall see." They did meet him at Mr. Danby's office. The trustees and Mr. Silas went there with the desire to give Mr. Belilios as much as they possibly or reasonably could and, my Lord, they did that, but no agreement was come to because an unexpected demand was sprung upon them and for which they were wholly unprepared. Mr. Belilios said that they should pay half the cost of the retaining wall. They were doing every thing they possibly could to facilitate an agreement and offered $600 and as there was some doubt thrown on the sufficiency of the money they raised it to $1,000. However, when the meeting broke up nothing was settled. Mr. Danby's letter to Mr. Belilios of 26th March pointed out that Mr. Belilios did not receive enough. Mr. Danby was like Oliver asking for more. Mr. Belilios sent this letter to the trustees and with it the estimate of the cost of the retaining wall at $9,000. It is perfectly a matter of indifference what was the cost.—All your Lordship should decide is this—Did anything occur at that meeting which should justify your Lordship in finding that the trustees from the beginning knew he had bought it for himself, that he was going to use it with the upper lots, that they were only to have what was necessary for the Synagogue and a rabbi's residence, and that it was a sale. Nothing was said or done at least which invalidates the trustees' letters of 11th and 12th March that in their view Mr. Belilios bought it for them and they were entitled to it. Your Lordship is to say whether there was any definite agreement come to there which should release Mr. Belilios from his obligation or anything which occurred there to stop the trustees in an equitable claim on Mr. Belilios. I submit not. I have finished with the evidence and I only have to refer to my friend's two points. Your Lordship, I think, has already practically decided the first point. I need only refer to one case and that is the Commissioners of Sewers *v* Gellatley, III Chancery Divison, where it is stated "Where there is a common right among some persons, one of them, even if others, object, is absolutely entitled to sue for and on behalf of himself and those having the same right." I submit that this Court will prevent Mr. Belilios from being guilty of abusing the confidence which the Jewish Community has entrusted to him and which he now seeks to betray.

Mr. Francis then referred to the cases which the defence had quoted and concluded his address at 4.45 p.m.

His Lordship reserved judgment.

MALATEO'S PURIFICATION.

The Hawaiian Band was playing in Queen Emma Square. The night was glorious, and all Honolulu was out enjoying the music. . . . Malateo, dancing in the soft, white light that sifted down through the tall tops of the royal palms, knew not that he was but a part of the spectacular drama played there nightly for the pleasure of weary globe-trotters. He took no thought of Hawaii nei, nor of the sad memories of the old men and women. He only felt, vaguely, that the night was warm and enticing; that the blood surged swiftly through his strong young body; that his day's work was done, and that life was full of hope and promise of happiness. He was dancing with Liakani, his little playmate of a few years back. So, as children, they had danced and played together in the gardens of the Kamehameha school. So they had danced and tossed together in the surf at Waikiki. So, before to-night they had danced to the strains of the national music in the public square.

So, and yet not so. What was the mysterious difference? Malateo could never have told in words. Was it the soft swish of Liakani's white holoku, as she swaved to the rhythm of the music, or was it the sweet scent of tuberoses in the lei about her neck, that drew his soul and his senses toward her? Or was it the pressure of her cool, slim brown hand in his? Never before had he noted the softness and gentleness of that little hand's chair. It was such a little hand, its long, taper fingers telling of noble birth, for Liakani was the daughter of a long line of high chiefs of old Hawaii. About her throat Malateo noticed a tiny chain that disappeared within the folds of her holoku's yoke. An uneasy wonder filled him. What was attached to that chain? Hawaii's maidens catch so many notions from the subtle, interloping white people. Was it a picture worn thus? If so—ah! and the firm teeth shut tightly.

With the characteristic directness of his race, he touched the chain with his finger. What was hidden? he asked, thrilling as he felt the warmth of her soft throat. She regarded him with wonder. Did not he, too, wear Pele's charm, that potent safeguard of the crater-goddess, made from Pele's hair, the wind-blown, silken-fine lava caught ere ever it touched earth, and borne three times around the lake of fire? Malateo admitted that he had small faith in such things. "I let the Kahunas wear them," he said, laughing and showing his white teeth. She clung to him anxiously. He must not laugh, she urged. These were strange times, and full of trouble far. Hawaii. The people were forgetting the gods, and ruin held the land in its grasp. He—and she, at least, must be true to the old faith, and to Hawaii nei. And Malateo, stirred by her earnestness and her beauty, promised to secure a charm the very next day, and to wear it faithfully.

He thought it all over as he climbed Punchbowl, on his homeward way, a few hours later, when the music was over and the crowd had fled. The night was still full of wondrous beauty. But all the glittering radiance paled before his memory of the light shining from Liakani's eyes. His fingers still felt the pressure of hers, and he raised his right hand as he recalled that touch, caressing it softly as he spread out his fingers in the moonlight. They were short and thick and hot, not cool and slim like hers. They were not straight. The little finger of each hand was bent forward, and he could not straighten it. He noted the fact curiously. It was new to him, and he strained his finger outward in the effort to bring them into line. As he did so, a flash of tingling pain went along his arms and across his face through his nose and cheek-bones. That queer, itching sensation was not new. It had been pretty of late. He remembered.——

Gods of his fathers! What was it he remembered? He gazed, in the moonlight, at his outstretched hands while the sweat started upon his forehead. A deadly chill was at his heart and he shook in its ague. Why could he not straighten his fingers? What was that itching sensation across his face? To his agonised mind came the memory of similar pains in ears and limbs. In between each little finger and the next one the skin was white and scaly. It peeled a little when he rubbed it.

Malateo went forward heavily, staggering like a drunken man, until he reached home. There he threw himself across his bed and lay very still. But his brain was wrung by fierce agony. He knew that he was doomed. What Hawaiian does not know when the curse descends upon him? He saw himself an outcast in the hills, fleeing before determined pursuers, hunted like a mad dog from fastness to fastness. He saw himself taken and condemned to the living death on Molokai and at the thought he groaned and clutched the sides of his bed in his horror. Then his thoughts took another turn. Was there no help? The foreign doctors could not cure. They had not cured his own uncle. Even the foreign God to whom his uncle prayed, and who is so powerful, had not heard. Malateo himself had given small thought to the white people's God. The "Tebu" of the Christians was severe. He was young yet to think of God He had been educated in the Christian belief in the schools, and had some appreciation of the faith but the instincts of his ancestry were strong within him, and in this hour of his direneed his reeling brain sought pity and aid among the ruins of the ancestral Pantheon.

But how were the gods to be reached? He scarcely knew the names his forefathers had worshipped. His own father attended the native church and was a good Christian, yet Malateo remembered hearing him pray, when his grandmother was ill, to some nearer deity than the Most High, and help had come. Oh! that he knew whence! But Liakani was right. The people had forgotten the gods. They had strayed from the ancient faith, and judgment was come upon them, as it was now upon him. Why had not he, as well as Liakani, been faithful? If he had even worn Pele's charm!

Ah! the other gods, perhaps, were dead. The Almighty was very far off from all save His favoured white people. But Pele still lived. Pele still reigned supreme, the volcano goddess in her temple on Hawaii. Surely Pele would help a Hawaiian who sought her in his dire extremity! His blood chilled at the thought of visiting her temple. Whatever his faith, no Hawaiian is without terror at the awful spectacle on Kilauea, the last stronghold of unconquered primeval force, where fire and elemental strife reign. But if Pele, the goddess of the crater, is terrible, so too is the curse. And Malateo had so much to live for. If only he could evade the lynx-eyed authorities until he could reach Hawaii and sacrifice to Pele!

He reached the summit at nightfall of the second day, but lingered long upon the brink, fearing the descent. The moon that had lamped Honolulu so gloriously ten nights since was not visible, but the brilliant stars outlined and intensified the depths of the black valley wherein glows Hale-mau-mau, the Everlasting Fire. The terrible vale seemed to mock him as it lay with neither leaf nor blade of grass relieving the black expanse of its horrid landscape. From where he stood Malateo could see the glow from the lake's heaving surface, and the vaporous cloud that hangs above it, lighted, as the night grew darker, by the reflection from the fiery waves.

Stiffly Malateo crept down the trail into the crater. He had three miles to travel over that pitchy waste. Once his foot, tripping, broke the brittle lava. Through the cleft crust he caught sight of a fiery underglow, and the smell of sulphur assailed his nostrils. Once he fell, striking his face on a ragged projection of lava, but he felt no pain, nor knew that the blood ran down his cheek. He walked instinctively, unconscious of his footing, guided only by the glow from the distant lake. Soon he could see the fossing, fiery waves, flaming high on the troubled surface. He could hear the lapping of the burning tide against the lava-piled banks. Across his face he felt the hot wind from off that molten sea.

It seemed a lifetime ere he reached the final descent and stood at last upon the edge of the lake. The hot lava blistered his feet, but he noted not the pain. Awe, unspeakable dread, had swallowed up every other emotion. He drew one of the doves from within his blouse, and, holding it in his hands, began a voiceless prayer to Pele. As he prayed, fear gave way before an ecstasy of worship. He raised the dove high above his head. The creature spread its wings, fluttered for a moment in the sulphur laden air, then plunged forward and fell among the fiery waves. There was a mighty upheaval of the dark lava crust ever forming on the surface. A great jet of flame shot heavenward, like the playing of a hellish fountain. Malateo's heart leaped with it. Pele accepted his offering! Pele heard his prayer!

He loosed the second dove, and it, too, fluttered for a moment over the surface of the vapour hung lake, and then dropped into its bosom. The crust was broken now in many places. Great blocks of lava tossed and churned among the fiery billows. The waves leaped up against the bank and cast showers of blood-red sparks afar on the night air. Through a little rift in the barrier a flaming stream crept, widening as it flowed, until it poured in a seething torrent at Malateo's very feet. But the leper stirred not. For himself he no longer hoped. He no longer feared. Only an intense love stirred his soul, a passionate exaltation held him, of worship for the Sacred Thing before him, the goddess of his nation, warring with the powers of the upper air for supremacy over Hawaii.

Pardon for his people! Atonement for their sin! Power with their foes! These he asked. Pele! Pele! goddess of fire! hear a Hawaiian's prayer for Hawaii! Near, nearer he drew, until Pele's hot fumes were the breath of his nostrils. He climbed upon the very bank and reached forth his hands in supplication for his people. Then from the centre of the lake a column of fire was drawn upwards by some irresistible force. From out its glowing depths a lambent shape seemed to lean and lure him. Nearer he yearned, self-burnt from his nature, now, in that fierce flame. His people! his people! For them he had prayed! For them his prayer was heard! For them Pele herself summoned him to worship, to sacrifice, to purification!

CHRIST BEFORE PILATE.

Dalziel's agency says:—The report of Pontius Pilate to the Emperor Tiberius on the trial and conviction of Jesus Christ, which has been found, so it is claimed, in the Archives of the Vatican, is still the subject of immense interest. Although no one seems willing to vouch for its authenticity, it has, nevertheless, received wide publicity, and occassioned much discussion in ecclesiastical circles. What may be its ultimate value as an historical document, or whether it will be regarded as a forgery, it is impossible now to say, but the document is interesting, and its translation is here given infull:

"Pontius Pilate to Terentius Clarus, Secretary to the Emperor Tiberius, greeting! I am astonished at the sensation created in Rome by the trial of Jesus Christ. The incident in itself certainly does not amount to enough to demand the attention of the Emperor, although it has been made the excuse by certain envious persons to discredit me to our master. You call upon me to justify my action in the matter, and for that reason I make this report. In the first place I deny that I have compromised Roman influence by my action in this unfortunate affair. Everything that concerns the religion of the conquered people has been respected, and I have been guided by the policy, so important in colonisation, to avoid intrusion upon the personal affairs of the governed. Neither have I forgotten that I entered into my post at a moment when Judea was facing a crisis; it made my position critical; it required a man of decision, and yet with some sentiment. I found the Jewish people divided into two adverse factions, the Old Jews and the Young Jews. I closed my eyes when I thought it desirable to do so, and I was severe where severity seemed to be the proper course. I interfered in their disputes only upon rare occasions, and then it was when the dignity of the Emperor or the domination of Rome entered into the question. Ordinarily I took no notice of the rival parties, and as a matter of fact it was of little importance which side succumbed: they are both inspired by the same enmity towards us. My predecessors had much trouble with Galilee. That province, though small, might be termed the hotbed of active Liberalism, and numerous seditious religious crusades have originated there. I realised it was useless to attempt to crush out these religious ideas; and it is another principle of mine in colonisation that government is easier by Liberal than by Conservative methods.

The Conservative party here is composed mostly of the richer class, the employers and landowners, and upon them the occupation by a foreign Power comes the hardest; their patriotism is the most active because it is prompted by personal interest. The Liberals have only a social interest to inspire them, and are therefore quiet and easily managed. Once only have I departed from the policy of non-intervention that I have marked out, in the case of Jesus Christ, and in that intance both the Conservatives and Liberals alike demand of me his condemnation. I will briefly recall the facts to you: For some months the party of the Old Jews had been alarmed at the progress made with a new doctrine propounded by a young Socialist preacher named Jesus. I could not see anything serious in his utterances, but they were regarded by the orthodox as very threatening. The Conservatives were thoroughly aroused, but on such a subject it required a great deal to arouse them. Then certain influential persons came to me and charged Jesus with planning a rebellion. I did not believe one word of these charges, but, as they were persisted in, and it was further claimed that he had assumed the title of King of the Jews, I summoned him to appear before me. I admit when I saw him I was most favourably impressed. I know men pretty well and I knew that Jesus was no ordinary man. You write me that he has been represented to you as being dangerous; there was nothing dangerous about him. He had a quiet, amiable appearance, and a manner of speech that showed him to be an orator. I willingly listened to his theories, which were philosophical rather than political, and I saw no reason to condemn him. As my functions give me the right to determine finally as to a capital punishment, I announced to his accusers, who were present, "I see nothing wrong in this man." This aroused universal resentment, and I found that public opinion had reached such a point against the accused that nothing but his conviction would satisfy the people. I endeavoured to gain time by referring the matter to Herod, but Herod promptly referred it back to me. After every effort to save the man from the clamours of the crowd I was forced to submit, and in deference to their religious ideas I condemned him, while at the same time I declined all responsibility, saying it was nothing in which the Government had any part, and the man was sacrificed to the religious principles of the people. The execution of the agitator took place at Golgotha: peace was preserved by a guard of Roman soldiers, and I did all in my power to relieve the anguish of the relatives and friends of the condemned man. I do not think any of the followers of Jesus are now preaching his doctrines; if they are it certainly attracts no attentention.

Briefly that is the whole case. I am convinced of the innocence of the man. He was unjustly condemned, and we are confronted with a judicial error. Would it be equitable to revise the case? Yes. Would it be wise? No. In this unhappy affair a great many persons are involved. For the most part they were guilty only of hasty judgment and religious prejudice. The fanatics themselves, in demanding the death of Jesus, merely followed a principle they believed to be true. From all points of view it were better that the matter should rest where it is; let the Jews continue to think Jesus was punished for a crime against the State. A revival of the case would not restore him to life, and it would ruin a number of prominent citizens and high functionaries. It would disgrace the judges who decided too hastily, the priests who sanctioned the execution, and the directors of public opinion who deceived the people. I trust you will thy this before the Emperor, show him the uselessness and danger of a new hearing, and assure him that justice is seldom misplaced, and that the laws are equitable.